Tuesday, September 17, 2024	**City Council**	**Council Chambers**
5:00 PM	**Tuesday Meeting Agenda**	**200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

- **Agenda Adjustments - Add Policy Items #21, #22, #23, Add Routine Item #7, #8 and Addendum to the claims docket at the request of the Administration.**

21. **2024-490** Adopt a Resolution by the Governing Authorities of the City of Hattiesburg, Mississippi, recognizing and designating the month of September, 2024 as "Prostate Cancer Awareness Month" in the City of Hattiesburg, Mississippi and for related purposes.

22. **2024-491** Adopt Resolution declaring property identified as Forrest County Parcel PPIN 1488, 1489 and 39311 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Katie McSwain Blankinchip and Bobby Ruth Meeks and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended, and authorize Mayor to execute any and all documents required to complete said transaction, including the issuance of manual check in payment.

23. **2024-489** Approve Agreement between City of Hattiesburg and Verb Architecture, PLLC, for professional architectural services related to repairs and renovations to City Hall through the Mississippi Community Heritage Preservation Grant Program and authorize the Mayor to execute the same.

R#7. **2024-492** Approve plans and specifications for repairs and renovations to City Hall related to the Mississippi Community Heritage Preservation Grant Program and authorize advertisement for bids

R#8. **2024-494** Approve Specifications and Authorize publication of an advertisement for term bid #2, repair and rehab of city streets.

Add to 2024-495 R#6. Addendum to the claims docket for invoice payable to Motorola Solutions, in the amount of $61,425.00.

POLICY AGENDA

1. 2024-458 Approve the minutes for the September 3 & 13, 2024 meetings of the City Council.

2. 2024-258 Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024. (Tabled from the August 20, 2024 Council meeting).

3. 2024-437 Take from the table; Approve the Planning Commission recommendation to deny the petition by Douglas Miller, petitioner, to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. (Tabled at the September 3, 2024 meeting).

4. 2024-386 Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County) from R-3 (Multi-Family Residential) to B-5 (Regional Business). The Planning Commission recommended approval on September 4th, 2024.

5. 2024-387 Adopt an Ordinance to amend the comprehensive zoning district map for a property located 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County) from B-2 (Neighborhood Business) to R-1B (Single-Family Residential). The Planning Commission recommended approval on September 4th, 2024.

6. 2024-390 Adopt an Ordinance to amend the comprehensive zoning district map for a located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County) from R-1C (Single-Family Residential) to A-2 (Agricultural Residential). The Planning Commission recommended approval with conditions on September 4th, 2024.

7. 2024-389 Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County) from B-2 (Neighborhood Business) to B-1 (Professional Business). The Planning Commission recommended approval on September 4th, 2024.

8. 2024-391 Adopt an Ordinance to amend a Planned Mixed-Use Development known as the "Village at the Beverly," located on Old Airport Road in Forrest County, Ward 5.

(PPIN 29647, Ward 5, Forrest County). The Planning Commission recommended approval with conditions on September 4th, 2024.

9. **2024-410** Adopt an Ordinance to amend the Land Development Code, Ord. No. 3209, and make changes to Section 12 relating to the changes concerning subdivision regulations and bond requirements for new subdivisions. The Planning Commission recommended approval as amended on September 4th, 2024.

10. **2024-398** **- Deleted -**

11. **2024-399** Approve the Board of Adjustment's recommendation to approve the request for a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is conditional upon the approval of a rezoning request to A-2 (PPIN 12368, Ward 5, Forrest County).

12. **2024-388** Approve the Planning Commission's recommendation to approve a request to alter the platted subdivision known as “Rawl’s Addition to the City of Hattiesburg” at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

13. **2024-485** Adopt a Resolution approving and authorizing the execution of assignment of the TIF Development Agreement dated March 5, 2013, as amended on July 5, 2016, between the City of Hattiesburg, Mississippi and Whispering Pines Retirement Community, LLC related to the City's Tax Increment Financing Plan (Whispering Pines Retirement Community Project 2012) to VH Development, LLC, and for related purposes.

14. **2024-454** 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.

15. **2024-450** Approve Agreement with Zac Fairley Appraisals & Consulting to provide right-of-way appraisal services for the Fourth Street Improvements, Phase IV LPA Project, as per attached scope and authorize the Mayor to execute the same.

16. **2024-451** Approve Agreement with John B. Stewart, Real Estate Appraiser & Consultant, LLC to provide right-of-way appraisal review services for the Fourth Street Improvements, Phase IV LPA Project, as per attached scope and authorize the Mayor to execute the same.

17. **2024-445** Approve Supplemental Agreements No. 1, No. 2, and No 3. for the Hall Avenue West Project (Project No. FBLD-8769-00(001) LPA/108639-802000) with R & J Construction, Inc., which reduces the contract amount by a total of $1,284.76 and

adds thirty (30) days to the project and authorize the Mayor to execute the same.

18. **2024-486** Approve Change Order No. 5 with Phoenix Construction, LLC for the Jaycee Park Improvements project for an increase of $2,864.84 and authorize the Mayor to execute it in duplicate.

19. **2024-449** Approve two-quote purchase to construct a retaining wall at 127 May Avenue and authorize acceptance of the bid from Homestead Services, LLC in the amount of $5,250.00.

20. **2024-457** Acknowledge bids received August 15, 2024 for the Vernon Dahmer Park Playground project and authorize acceptance of the bid from Struthers Recreation, LLC in the amount of $181,076.20; Authorize the mayor to execute contact upon preparation.

21. **2024-453** Acknowledge receipt of a donation from the 2024 Leadership Pine Belt Group for 10 sanitary hygienic dispensers purchased from Aunt Flow valued at $7,626.00. Dispensers will be installed in public restrooms.

ROUTINE AGENDA

1. **2024-461** Approve and authorize Substantial Amendments to the 2021 and 2022 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD).

2. **2024-459** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {CDBG-CV Entitlement}

3. **2024-460** Approve plans and specifications for Concrete Paved Ditch Repairs Along Gordon's Creek and authorize advertisement for bids.

4. **2024-456** Approve the City's purchase of (4) four grave spaces located in Section 20, Lot 55, West Half (W 1/2) at Highland Cemetery, Minute Book# 2023, Page 17, in the amount of $700.00 from Jean Jones, Authorize manual check for the same.

5. **2024-455** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.

6. **2024-462** Approve claims docket for the period ending September 13, 2024.

In Memoriam:

- Ms. Juanita Magee
- Ms. Mary Lois Burkett
- Mr. Richard Conville
- Mr. Andrew “Scoon” Halsell
- Mrs. Ida Jean Arnold
- Mr. Bruce Robert Dennis
- Ms. Mary Lois Burkett
- Dr. Ronald “Ron” Edgar Walker
- Mr. Dennis Shelton

Meeting Adjourn

Memorandum

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

From:

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt a Resolution by the Governing Authorities of the City of Hattiesburg, Mississippi, recognizing and designating the month of September, 2024 as "Prostate Cancer Awareness Month" in the City of Hattiesburg, Mississippi and for related purposes.**
File Number: 2024-490
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **17th** day of **September, 2024**, the following Resolution:

RESOLUTION

ADOPT A RESOLUTION BY THE GOVERNING AUTHORITIES OF THE CITY OF HATTIESBURG, MISSISSIPPI RECOGNIZING AND DESIGNATING THE MONTH OF SEPTEMBER 2024 AS PROSTATE CANCER AWARENESS MONTH IN THE CITY OF HATTIESBURG, MISSISSIPPI AND FOR RELATED PURPOSES

WHEREAS, prostate cancer is one of the most common types of cancer among men, and the second leading cause of cancer-related death in men, affecting millions of individuals and their families worldwide; and

WHEREAS, this year approximately 299,010 men will be diagnosed with prostate cancer in the United States and roughly 35,250 will die this year from the disease-which is one man every 15 minutes; and

WHEREAS, in Mississippi, an estimated 2,680 men will be diagnosed with prostate cancer and 410 will die in 2024; and

WHEREAS, during 2021, Prostate cancer mortality rate was 27.5 per 100,000 Mississippi men, which was the highest ever in the past decade; and

WHEREAS, only about 46% of the Mississippi men got their PSA test done during 2022 (Prostate cancer Screening); and.

WHEREAS, awareness and education about prostate cancer can significantly increase the chances of early detection and successful treatment, thereby reducing the mortality rate and improving the quality of life for those diagnosed with this disease (survival rate for most localized and regional stages is >99%; and

WHEREAS, advancements in medical research and technology continue to provide new insights and treatments for prostate cancer, but it remains essential to support ongoing research, clinical trials, and patient education to further combat this disease; and

WHEREAS, communities, healthcare providers, and advocacy organizations must come together to promote awareness, provide support, and ensure access to necessary screenings and treatments for all men, particularly those who are at higher risk, including African American men and men with a family history of prostate cancer; and

WHEREAS, during the month of September, we recognize the importance of prostate health, encourage men to discuss prostate cancer with their healthcare providers, and support initiatives aimed at the prevention, early detection, and treatment of prostate cancer; and

WHEREAS, this month serves as a reminder to honor and support those who have been affected by prostate cancer, including survivors, patients, caregivers, and healthcare professionals, whose dedication and perseverance contribute to the ongoing fight against this disease; and

WHEREAS, by increasing awareness and encouraging proactive health measures, we can work towards a future where prostate cancer is detected early, treated effectively, and ultimately eradicated;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF HATTIESBURG, MISSISSIPPI, AS FOLLOWS, TO-WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted by the Governing Authority.

Section 2. That the Governing Authority does hereby recognize and designate the month of **September 2024** as **Prostate Cancer Awareness Month** in the City of Hattiesburg, Mississippi.

Section 3. The city further urges all citizens to join in activities and initiatives that promote prostate cancer awareness, education, and support, and to recognize the importance of early detection and treatment in the fight against prostate cancer.

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, to wit;

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

The President thereby declared the motion carried and the Resolution adopted this the **17th** day of **September, 2024**.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **17th** day of **September, 2024**.

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Memorandum

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

From:

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt Resolution declaring property identified as Forrest County Parcel PPIN 1488, 1489 and 39311 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Katie McSwain Blankinchip and Bobby Ruth Meeks and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended, and authorize Mayor to execute any and all documents required to complete said transaction, including the issuance of manual check in payment.**
File Number: 2024-491
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements on and adjacent to Bobby Chain Municipal Airport, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 1488, 1489, and 39311; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on December 21, 2022, and December 14, 2023, showing the fair market value of the interests to be acquired to be $292,000.00; and

Forrest County Parcels PPIN 1488, 1489
Katie McSwain Blankinchip, et

Forrest County Parcel 39311
Bobby Ruth Meeks

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on December 21, 2022, and December 14, 2023, of said property is approved, and the appraised value of $292,000.00 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcels, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as needed, and, authorize the Mayor execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 17th Day of September, 2024.

(SEAL)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th Day of September, 2024.

ATTEST: APPROVED:

CITY CLERK MAYOR

LAND APPRAISAL REPORT

File No. 145DEC22

IDENTIFICATION

Owner: Katie McSwain Blankinchip, etux | Census Tract: 0105.00 | Map Reference:
Property Address: 631 Ralston Road
City: Hattiesburg | County: Forrest | State: MS | Zip Code: 39401
Legal Description: A part of Block 6, of Section 6, Township 3 North, Range 12 West, Forrest County, Mississippi (PPIN No. 001488)
Sale Price $: Price/Acre | Date of Sale: 06/04/1992 | Property Rights Appraised: [X] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes $: 248.69 (yr.)
Client: City of Hattiesburg | Address: 200 Forrest Street, Hattiesburg, MS 39401
Occupant: Owner | Appraiser: Zachary H. Fairley | Instructions to Appraiser: Provide an opinion of the "as is" market value
Intended User: City of Hattiesburg | Intended Use: Potential purchase for the expansion of Bobby Chain Regional Airport

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[X] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use: 50 % 1 Family ___ % 2-4 Fam ___ % Apts. ___ % Condo ___ % Commercial
100.00 20 % Industrial 30 % Vacant ___ %
Change in Present Land Use: [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)
(*) From ___ To ___
Predominant Occupancy: [X] Owner [ ] Tenant ___ % Vacant
Single Family Price Range: $ 13,500 to $ 350,000 Predominant Value $ 120,915
Single Family Age: 30 yrs. to 99 yrs. Predominant Age 50 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[X]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[X]	[ ]	[ ]
Protection from Detrimental Conditions	[ ]	[X]	[ ]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[X]	[ ]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise): The property is located in the southeast portion of the City of Hattiesburg, adjacent to the south of Bobby Chain Regional Airport. The area is rural in nature with surrounding uses perdominately being a mixture of single-family residential, recreational hunting, and agricultural related uses.

SITE

Dimensions: Irregular = 37.10 Acres [ ] Corner Lot
Zoning Classification: A-1; Agricultural District | Present improvements: [X] do [ ] do not conform to zoning regulations
Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	[X]	Dixie Electric
Gas	[ ]	Spire
Water	[X]	City of Hattiesburg
San. Sewer	[X]	City of Hattiesburg
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
Street Access: [X] Public [ ] Private
Surface: Asphalt
Maintenance: [X] Public [ ] Private
[ ] Storm Sewer [ ] Curb/Gutter
[ ] Sidewalk [ ] Street Lights

Topo: Cut-Over with natural regeneration; Gently Rolling
Size: 37.10 Acres
Shape: Irregular
View: Vacant Land
Drainage: FEMA Panel No. 28035C0140E; 11/19/21; Zone X
Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): The property is an irregular shaped parcel with approximately frontage along both sides of Ralston Road. Highway 98 E. is located less than a mile south of the property. James Street is located less than a mile north of the property. We are not aware of any adverse conditions, easements, or encroachments that would pose a detriment to the property. No subsurface or mineral rights were valued in this report.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis [X] See grid below. [ ] See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	631 Ralston Road Hattiesburg, MS 39401	JM Tatum Industrial Drive Hattiesburg, MS 39401		Ralston Road Hattiesburg, MS 39401		Jervis Mims Road Hattiesburg, MS 39401	
Proximity to Subj.							
Sales Price	$ Price/Acre	[redacted]	$ 4,736	[redacted]	$ 6,000	[redacted]	$ 5,465
Price	$	[redacted]	$	[redacted]	$	[redacted]	$
Data Source		Selling Agent		Selling Agent		Selling Agent	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
		07/09/2018	+250	10/20/2022		03/21/2021	
Location	Hattiesburg	Similar		Superior	-750	Superior	-1,000
Site/View	Vacant Land	Similar		Similar		Similar	
Site Area	37.10 Acres	24.28 Acres		30.00 Acres		43.00 Acres	
Access	Ralston Road	Similar		Similar		Inferior	+500
Flood Area	No Flood	No Flood		No Flood		No Flood	
Timber Value	None; Natural Regen.	Similar		Similar		Similar	
Sales or Financing Concessions	None None	Conventional None		Cash None		Cash None	
Net Adj. (Total)	[redacted]	[X] Plus [ ] Minus $	250	[ ] Plus [X] Minus $	-750	[ ] Plus [X] Minus $	-500
Indicated Value of Subject	[redacted]	Gross 5.3% Net 5.3% $	4,986	Gross 12.5% Net 12.5% $	5,250	Gross 27.4% Net 9.1% $	4,965

Comments on Market Data: Agricultural, residential, and recreational use tracts are typically purchased on a price per acre basis. For this reason, all of the sales were adjusted on a price per acre basis. Prior to adjustments, the sales had a bracketing of values from $4,736 to $6,000 per acre. The majority of the property is natural regeneration vegetation with the merchantable timber harvested. The subject has extensive frontage along both sides of Ralston Road. All of the sales had merchantable timber removed prior to sale and were similar in this characteristic.

RECONCILIATION

Comments and Conditions of Appraisal: None.

Final Reconciliation: The sales have adjusted unit values from $4,965 to $5,250 per acre. The property has extensive frontage on both sides of Ralston Road which would increase the utility of the property. The property is located adjacent to a regional airport and would be less diserable for a residential use or development. Considering all factors, a unit value of $5,000 per acre or $185,500 was concluded for the market value for the fee simple interest.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 21, 2022 to be $ 185,500

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Zachary H. Fairley

Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 84 North Of Fields,
Hattisburg, MS 39402
Telephone Number 601-466-2750
Email Address Zfappraiser@gmail.com
Date of Signature and Report 12/30/2022
Effective Date of Appraisal 12/21/2022
State Certification # GA-1418
or State License #
or Other State #
State MS
Expiration Date of Certification or License 05/31/2024

ADDRESS OF PROPERTY APPRAISED
631 Ralston Road
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY $ 185,500

CLIENT
Name Ann Jones, Chief Administrative Officer
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection December 21, 2022

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection December 21,, 2022

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 631 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

COMPARABLE #1

JM Tatum Industrial Drive
Hattiesburg, MS 39401

Price/Acre	$4,736
Size/Acres	24.28
Date	07/09/2018

Value Indication $4,986

COMPARABLE #2

Ralston Road
Hattiesburg, MS 39401

Price/Acre	$6,000
Size/Acres	30.00
Date	10/20/2022

Value Indication $5,250

COMPARABLE #3

Jervis Mims Road
Hattiesburg, MS 39401

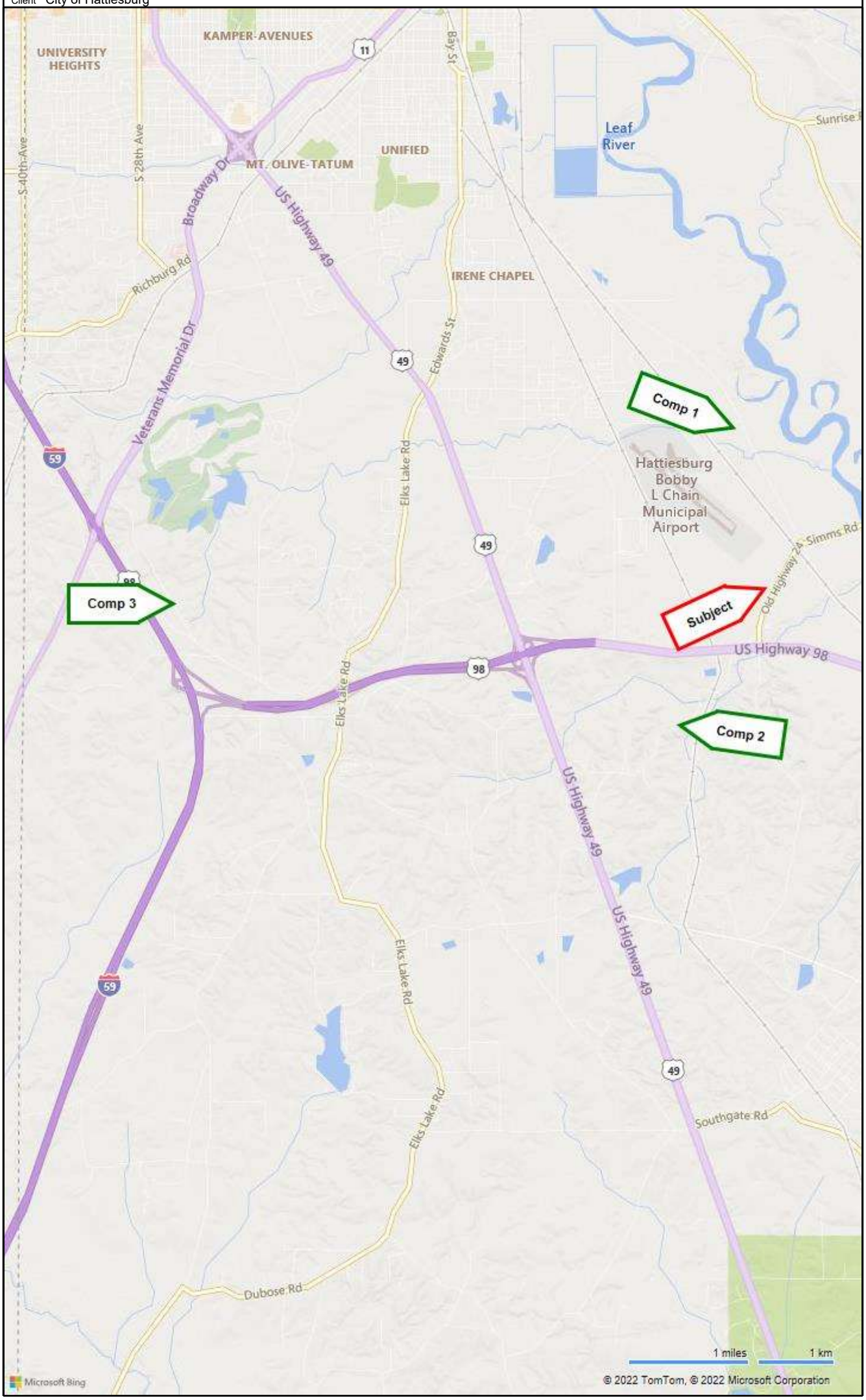
Price/Acre	$5,465
Size/Acres	$43.00
Date	03/21/2021

Value Indication $4,965

File No. 145DEC22

LOCATION MAP

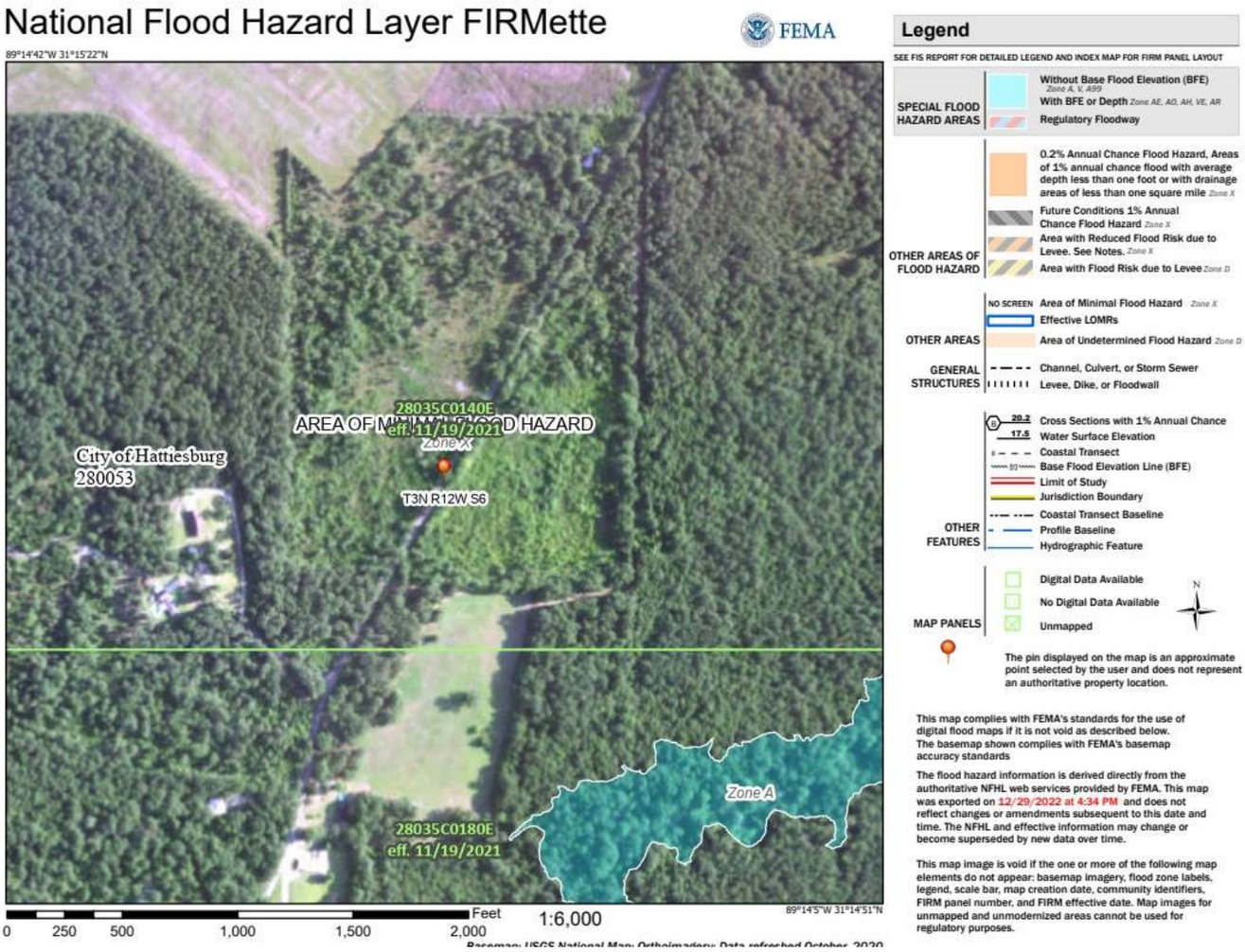
Intended User	City of Hattiesburg						
Property Address	631 Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



File No. 145DEC22

FLOOD MAP

Intended User	City of Hattiesburg						
Property Address	631 Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 631 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

Looking north from the southern portion of the property located along both sides of Ralston Road.

SW Portion of the property located on the west side of Ralston Road

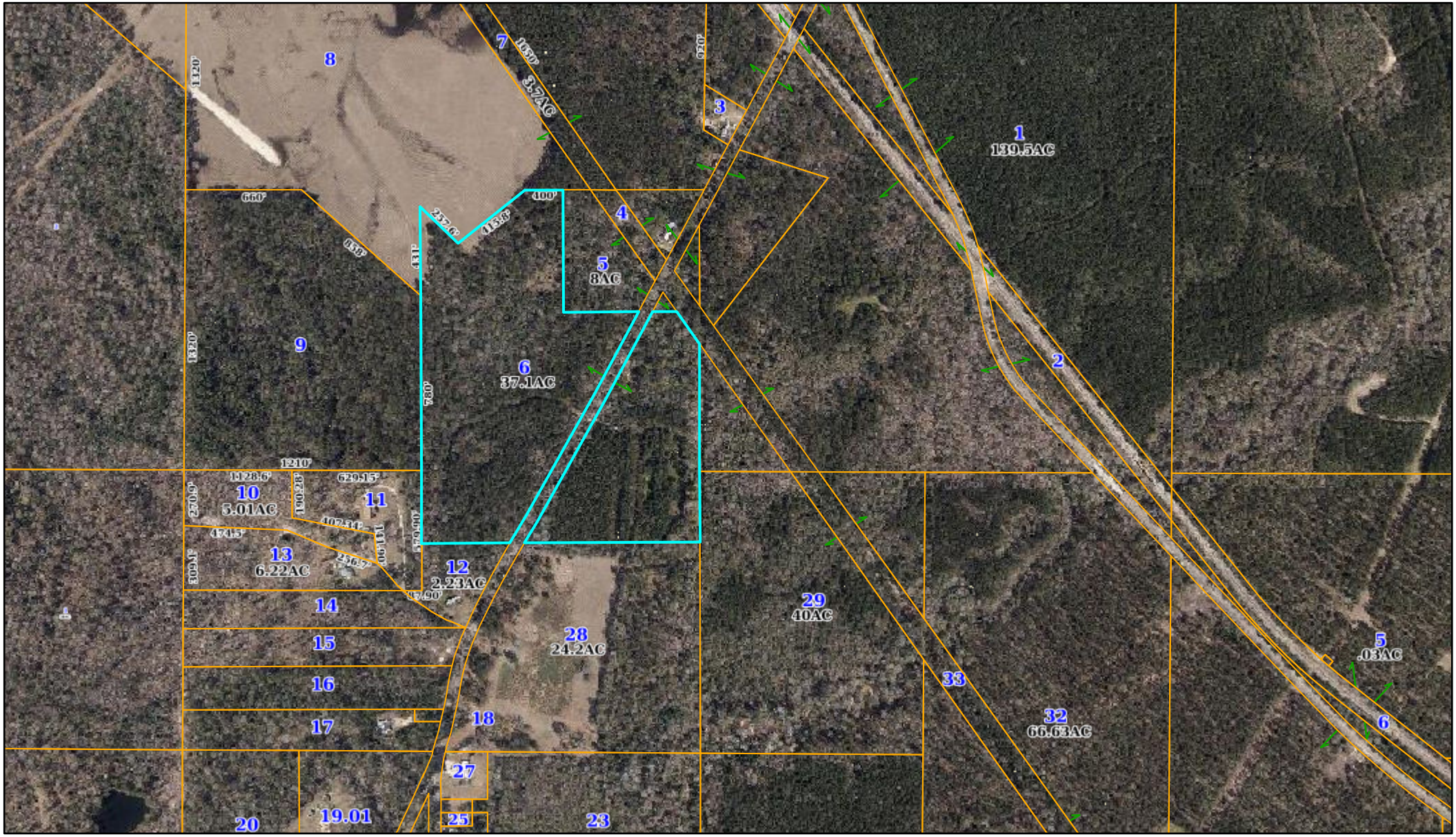
NW Portion of the property

Looking south from the north portion of the property located along both sides of Ralston Road

Looking south at the property located along the east side of Ralston Road

Additional view of the property located on the east side of Ralston Road

PPIN No. 1488



12/30/2022, 3:31:39 PM

Parcels

LANDHOOK_LN

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno

Anno

Imagery2015

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS |

National Flood Hazard Layer FIRMette

89°14'42"W 31°15'22"N

89°14'5"W 31°14'51"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 — Cross Sections with 1% Annual Chance
- 17.5 — Water Surface Elevation
- Coastal Transect
- 513 — Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/29/2022 at 4:34 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **12/29/2022**

Tax Year 2022

Records Last Updated **12/29/2022**

PROPERTY DETAIL

OWNER	BLANKINCHIP KATIE MCSWAIN & ET	**ACRES :**	37.10
	641 RALSTON RD	**LAND VALUE :**	9460
		IMPROVEMENTS :	**NA**
	HATTIESBURG MS 39401-0000	**TOTAL VALUE:**	9460
		ASSESSED :	1419
PARCEL	2-048 -06-006.00		
ADDRESS	631 RALSTON ROAD		

TAX INFORMATION

YEAR 2022	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	96.28	96.28	0.00
CITY	75.39	75.39	0.00
SCHOOL	77.02	77.02	0.00
TOTAL	248.69	248.69	0.00

LAST PAYMENT DATE 12 / 21 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	NW1/4 SE1/4 NW1/4 LESS PT TO
HOMESTEAD CODE	None		CITY PER B304-154 & S1/2 SE1/4
TAX DISTRICT	4130		NW1/4
PPIN	001488		B499 P283 8/81 B558-P515 8/85
SECTION	06		PREV #:0406050
TOWNSHIP	03N		B671 P515 6/4/92
RANGE	12W		

Book	**Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2014	LEE MITCHELL OR KAY	10/ 7/2015 MEEKS BOBBIE

View Appraisal Record

Back

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ♦ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418
- ♦ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)
High School Diploma

Jones County Junior College - (2005)
Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)
Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi

MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD

LICENSE # GA-1418 **STATUS: ACTIVE**

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A

STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022

Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

LAND APPRAISAL REPORT

File No. 146DEC22

IDENTIFICATION

Owner Katie McSwain Blankinchip | Census Tract 0105.00 | Map Reference 2-048-06-005.000

Property Address 641 Ralston Road

City Hattiesburg | County Forrest | State MS | Zip Code 39401

Legal Description A part of Block 6, of Section 6, Township 3 North, Range 12 West, Forrest County, Mississippi (PPIN No. 001489)

Sale Price $ Price/Acre | Date of Sale NA | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ 0.00 (yr.)

Client City of Hattiesburg | Address 200 Forrest Street, Hattiesburg, MS 39401

Occupant Owner | Appraiser Zachary H. Fairley | Instructions to Appraiser Provide an opinion of the "as is" market value

Intended User: City of Hattiesburg | Intended Use: Potential purchase for the expansion of Bobby Chain Regional Airport

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[X] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 50 % 1 Family ___ % 2-4 Fam ___ % Apts. ___ % Condo ___ % Commercial

100.00 20 % Industrial 30 % Vacant ___ %

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ___ To ___

Predominant Occupancy [X] Owner [ ] Tenant ___ % Vacant

Single Family Price Range $ 13,500 to $ 350,000 | Predominant Value $ 120,915

Single Family Age 30 yrs. to 99 yrs. | Predominant Age 50 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[X]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[X]	[ ]	[ ]
Protection from Detrimental Conditions	[ ]	[X]	[ ]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[X]	[ ]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The property is located in the southeast portion of the City of Hattiesburg, adjacent to the south of Bobby Chain Regional Airport. The area is rural in nature with surrounding uses perdominately being a mixture of single-family residential, recreational hunting, and agricultural related uses.

SITE

Dimensions Irregular = 8.0 Acres [ ] Corner Lot

Zoning Classification A-1; Agricultural District | Present improvements [X] do [ ] do not conform to zoning regulations

Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	[X]	MS Power
Gas	[ ]	Spire
Water	[X]	City of Hattiesburg
San. Sewer	[X]	City of Hattiesburg
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access: [X] Public [ ] Private

Surface Asphalt

Maintenance: [X] Public [ ] Private

[ ] Storm Sewer [ ] Curb/Gutter

[ ] Sidewalk [ ] Street Lights

Topo Wooded; Gently Rolling

Size 8.0 Acres

Shape Irregular

View Street

Drainage FEMA Panel No. 28035C0140E; 11/19/21; Zone X

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) The property is an irregular shaped parcel containing 8 acres, more or less. Ralston Road bisects the southeast corner of the property separating the property into multiple parcels. Highway 98 E. is located less than a mile south of the property. James Street is located less than a mile north of the property. I am not aware of any adverse conditions, easements, or encroachments that would pose a detriment to the property. No subsurface or mineral rights were valued in this report.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis [X] See grid below. [ ] See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	641 Ralston Road Hattiesburg, MS 39401	829 Brady Road Hattiesburg, MS 39401		P.D. Freeman Road Hattiesburg, MS 39401		Bowling Circle Hattiesburg, MS 39401	
Proximity to Subj.							
Sales Price	$ Price/Acre	[redacted]	$ 5,000	[redacted]	$ 8,130	[redacted]	$ 5,000
Price	$ Sale Price	[redacted]	$ 22,000.00	[redacted]	$ 110,000.00	[redacted]	$ 80,000.00
Data Source		MLS# 130254; Selling Agent		MLS# 127331; Selling Agent		MLS# 123893; Selling Agent	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
		08/10/2022		05/05/2022		10/14/2021	
Location	Hattiesburg	Similar		Similar		Similar	
Site/View	Street	Similar		Superior	-1,500	Similar	
Site Area	8.0 Acres	4.40 Acres		13.53 Acres		16.00 Acres	+500
Access	Ralston Road	Similar		Similar		Similar	
Flood Area	No Flood	No Flood		No Flood		No Flood	
Zoning	A-1	R-1		A-1		None	
Sales or Financing Concessions	None None	Cash None		Cash None		Cash None	
Net Adj. (Total)		[ ] Plus [ ] Minus $ 0		[ ] Plus [X] Minus $ -1,500		[X] Plus [ ] Minus $ 500	
Indicated Value of Subject		Gross 0.0% Net 0.0% $ 5,000		Gross 18.5% Net 18.5% $ 6,630		Gross 10.0% Net 10.0% $ 5,500	

Comments on Market Data: Agricultural, residential, and recreational use tracts are typically purchased on a price per acre basis. For this reason, all of the sales were adjusted on a price per acre basis. Prior to any adjustments, the sales had a bracketing of values from $5,000 to $8,130 per acre.

RECONCILIATION

Comments and Conditions of Appraisal: Ralston Road bisects the eastern portion of the property, subdividing the property into four (4) separate parcels. The individual parcels range in size from +/-0.25 to +/-4.50 acres. The parcels could be sold off individually; however, holding costs would have to be considered until selloff. A blended market value was concluded for the entire tract as a whole.

Final Reconciliation: The sales have adjusted unit values from $5,000 to $6,630 per acre. The property has extensive frontage on both sides of Ralston Road which would increase the utility of the property. Based on market indicators, a land value of $6,000 per acre or $48,000 was concluded for the subject. The subject improvements showed signs of deferred maintenance but do have some remaining economic life. Based current cost indicators and physical depreciation, a value of $25,000 was applied to the residence. Considering all factors, a market value of $75,000 (rounded) was concluded for the subject property.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 21, 2022 to be $ 75,000

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Zachary H. Fairley

Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 84 North Of Fields,
Hattisburg, MS 39402
Telephone Number 601-466-2750
Email Address Zfappraiser@gmail.com
Date of Signature and Report 12/30/2022
Effective Date of Appraisal 12/21/2022
State Certification # GA-1418
or State License #
or Other State #
State MS
Expiration Date of Certification or License 05/31/2024

ADDRESS OF PROPERTY APPRAISED
641 Ralston Road
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY $ 75,000
CLIENT
Name Ann Jones, Chief Administrative Officer
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection December 21, 2022

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection December 21,, 2022

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 641 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

COMPARABLE #1

829 Brady Road
Hattiesburg, MS 39401

Price/Acre	$5,000
Size/Acres	4.40
Date	08/10/2022

Value Indication $5,000

COMPARABLE #2

P.D. Freeman Road
Hattiesburg, MS 39401

Price/Acre	$8,130
Size/Acres	13.53
Date	05/05/2022

Value Indication $6,630

COMPARABLE #3

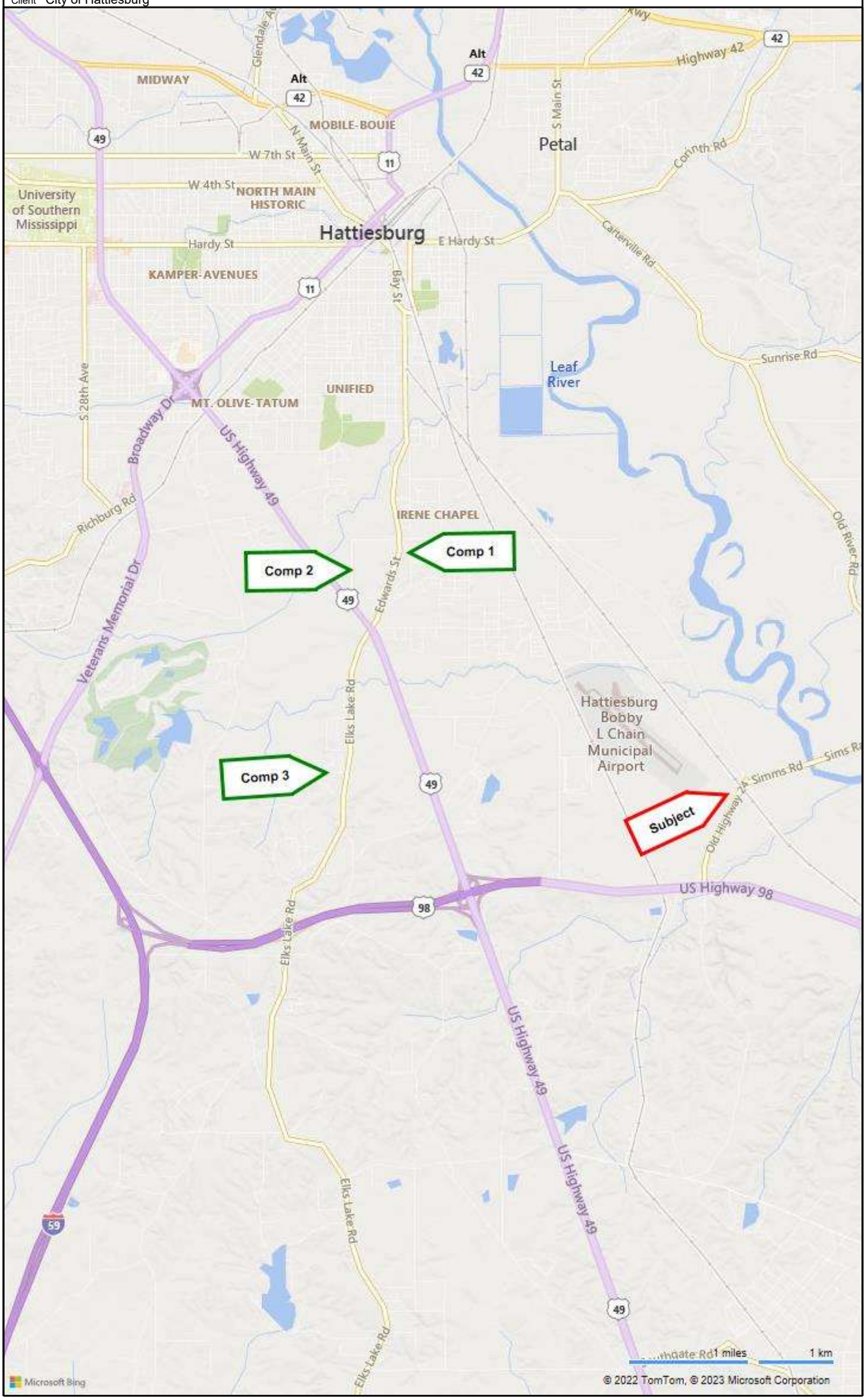
Bowling Circle
Hattiesburg, MS 39401

Price/Acre	$5,000
Size/Acres	16.00
Date	10/14/2021

Value Indication $5,500

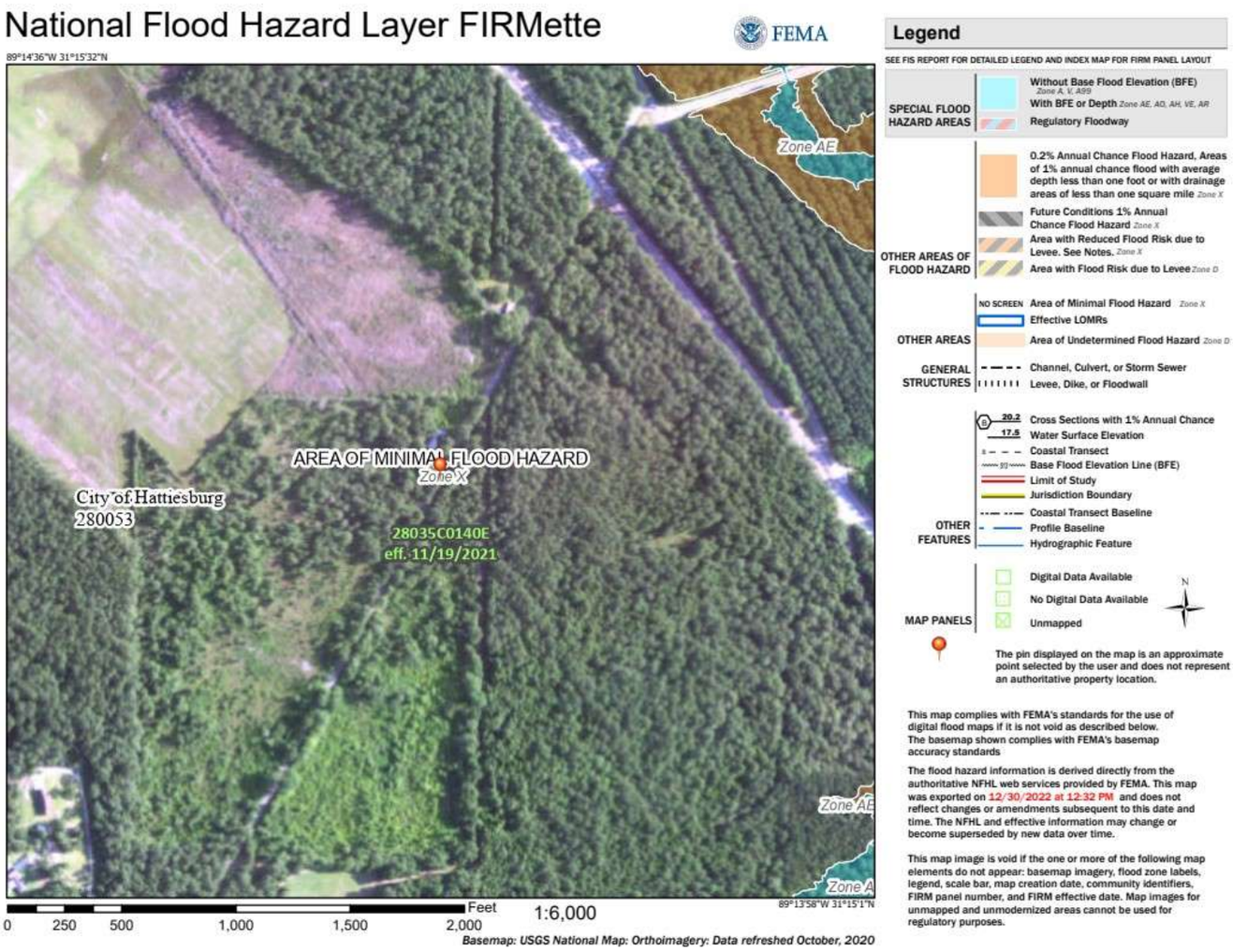
LOCATION MAP

Intended User	City of Hattiesburg						
Property Address	641 Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



FLOOD MAP

Intended User	City of Hattiesburg						
Property Address	641 Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



File No. 146DEC22

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 641 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

SW Portion of the subject tract from Ralstron Road

Looking south along Ralston Road from the property

Front view of the improvements

Side view of the improvements

Rear view of the improvements

Additional view of the property located on the east side of Ralston Road

National Flood Hazard Layer FIRMette

89°14'36"W 31°15'32"N

89°13'58"W 31°15'1"N

0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

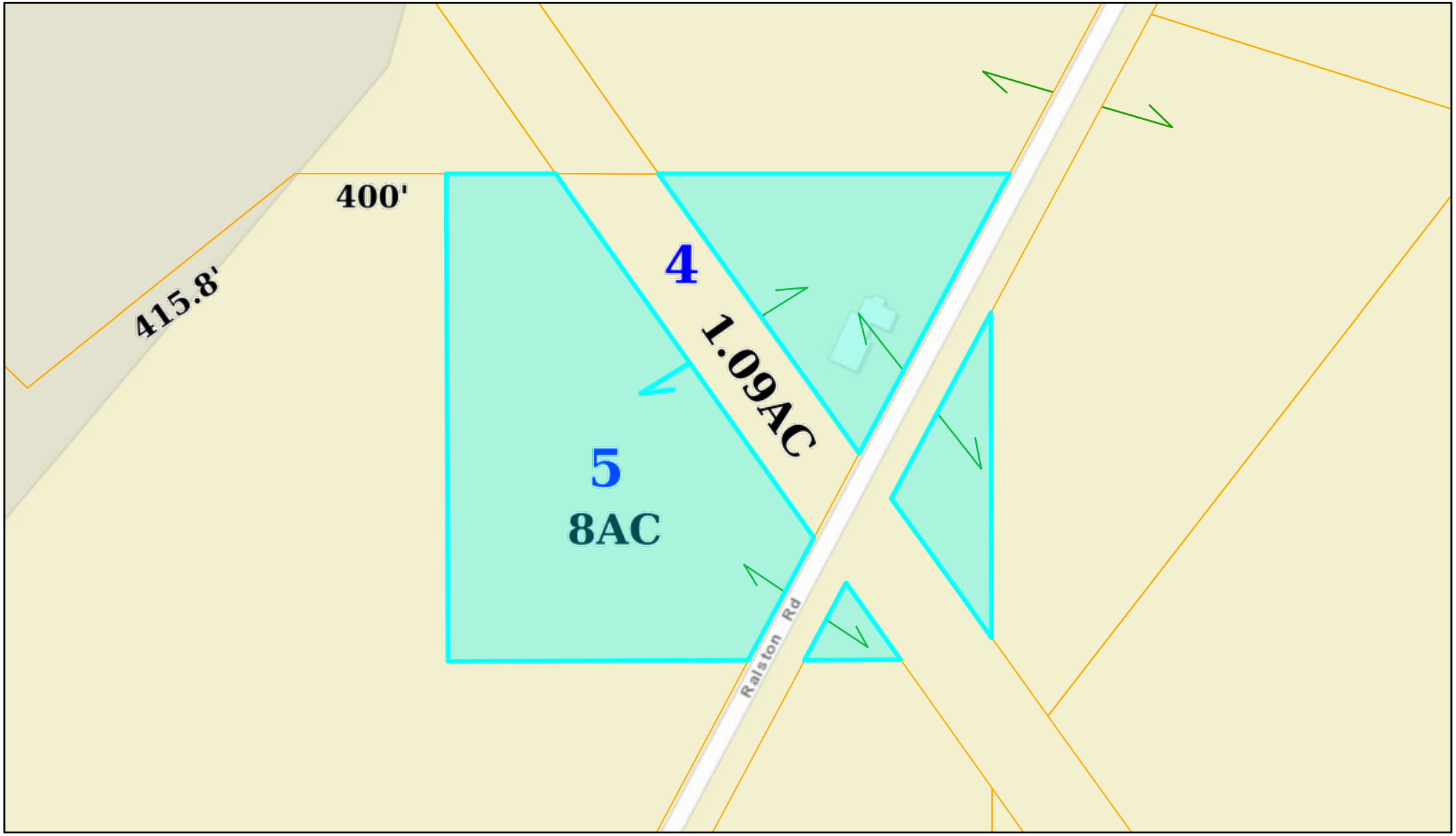
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/30/2022 at 12:32 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PPIN 1489



1/3/2023, 12:34:20 PM

Parcels

LANDHOOK_LN

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno

Anno

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **1/ 3/2023**

Tax Year 2022

Records Last Updated **1/ 3/2023**

PROPERTY DETAIL

OWNER	BLANKINCHIP KATIE MCSWAIN	**ACRES :** 8.00
	641 RALSTON RD	**LAND VALUE :** 10590
		IMPROVEMENTS : 28790
	HATTIESBURG MS 39401-0000	**TOTAL VALUE:** 39380
		ASSESSED : 4028
PARCEL	2-048 -06-005.00	
ADDRESS	641 RALSTON ROAD	

TAX INFORMATION

YEAR 2022	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE 10 / 26 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	NE1/4 SE1/4 NW1/4 LESS RR R/W
HOMESTEAD CODE	O65		B92 P506 1946
TAX DISTRICT	4130		PREV #:0406060
PPIN	001489		
SECTION	06		
TOWNSHIP	03N		
RANGE	12W		

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2014	CENTRAL PROPERTIES/BMO HARRIS	10/ 7/2015 MEEKS BOBBIE

View Appraisal Record

Back

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **1/ 3/2023** Tax Year **2022**

APPRAISAL INQUIRY

PARCEL 2-048 -06-005.00 **ALT PARCEL NUMBER** 093 -0000-006-003.00
PPIN 001489 **SKETCH** 1 VIEW 01
OWNER NAME BLANKINCHIP KATIE MCSWAIN
641 RALSTON RD
HATTIESBURG MS394010000
PROPERTY ADDRESS 641 RALSTON ROAD
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY BP **DATE:** 6/ 2/1982
CLASSED BY BT **DATE:** 6/ 7/1982
REVIEWED BY W/T **DATE:** 9/24/2020
REALTOR CODE

LEGAL DESCRIPTION

1 NE1/4 SE1/4 NW1/4 LESS RR R/W
2 B92 P506 1946
3 PREV #:0406060

Block 006 **Section** 06 **Township** 03N **Range** 12W

LOT INFORMATION

LOT CODE ALL **LOT SIZE** **LOT VALUE**

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS

*** NO LOT INFO ***

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
1.00	H	1	M	C	3800.00	1.00		8800	8800
7.00	A	2	1	U	255.00	1.00		1790	24500

ACREAGE VALUE 10590 **OVERALL VALUE** 10590
LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT
LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	001	RESIDENCE	28740	Y
002	007	CARPORT	50	Y

TOTAL PARCEL VALUE 39380

View Tax

Back

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ♦ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418
- ♦ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)
High School Diploma

Jones County Junior College - (2005)
Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)
Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi

MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD

LICENSE # GA-1418 **STATUS: ACTIVE**

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A

STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022

Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

LAND APPRAISAL REPORT

File No. 147DEC22

IDENTIFICATION

Owner Bobbie Ruth Meeks | Census Tract 0105.00 | Map Reference 2-048-06-004.000

Property Address Ralston Road

City Hattiesburg | County Forrest | State MS | Zip Code 39401

Legal Description A part of the Old ROW of MS Central RR, in Section 6, Township 3 North, Range 12 West, Forrest County, Mississippi (PPIN No. 0039311)

Sale Price $ Price/Acre | Date of Sale NA | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ 7.36 (yr.)

Client City of Hattiesburg | Address 200 Forrest Street, Hattiesburg, MS 39401

Occupant Owner | Appraiser Zachary H. Fairley | Instructions to Appraiser Provide an opinion of the "as is" market value

Intended User: City of Hattiesburg | Intended Use: Potential purchase for the expansion of Bobby Chain Regional Airport

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[X] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 50 % 1 Family ___ % 2-4 Fam ___ % Apts. ___ % Condo ___ % Commercial

100.00 20 % Industrial 30 % Vacant ___ %

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ___ To ___

Predominant Occupancy [X] Owner [ ] Tenant ___ % Vacant

Single Family Price Range $ 13,500 to $ 350,000 | Predominant Value $ 120,915

Single Family Age 30 yrs. to 99 yrs. | Predominant Age 50 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[X]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[X]	[ ]	[ ]
Protection from Detrimental Conditions	[ ]	[X]	[ ]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[X]	[ ]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The property is located in the southeast portion of the City of Hattiesburg, adjacent to the south of Bobby Chain Regional Airport. Highway 98 E. is located less than a mile south of the property. James Street is located less than a mile north of the property. The area is rural in nature with surrounding uses perdominately being a mixture of single-family residential, recreational hunting, and agricultural related uses.

SITE

Dimensions Elongated = 1.09 Acres [ ] Corner Lot

Zoning Classification A-1; Agricultural District | Present improvements [X] do [ ] do not conform to zoning regulations

Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	[X]	MS Power
Gas	[ ]	Spire
Water	[X]	City of Hattiesburg
San. Sewer	[X]	City of Hattiesburg
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access: [X] Public [ ] Private

Surface Asphalt

Maintenance: [X] Public [ ] Private

[ ] Storm Sewer [ ] Curb/Gutter

[ ] Sidewalk [ ] Street Lights

Topo Wooded; Gently Rolling

Size 1.09 Acres

Shape Irregular

View Street

Drainage FEMA Panel No. 28035C0140E; 11/19/21; Zone X

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) This is an elongated shaped parcel containing 1.09 acres, more or less. The property is a part of the old right-of-way of the MS Central Railroad. The rails have been removed and is an old rail bed. I am not aware of any adverse conditions, easements, or encroachments that would pose a detriment to the property. No subsurface or mineral rights were valued in this report.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis [X] See grid below. [ ] See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Ralston Road Hattiesburg, MS 39401	701 Satchel Road Hattiesburg, MS 39401		Patrick Road Hattiesburg, MS 39401		829 Brady Road Hattiesburg, MS 39401	
Proximity to Subj.							
Sales Price	$ Price/Acre		$ 13,763		$ 7,692		$ 5,000
Price	$ Sale Price		$ 39,500.00		$ 25,000.00		$ 22,000.00
Data Source		MLS# 124773; Selling Agent		MLS# 122223; Selling Agent		MLS# 130254; Selling Agent	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
		04/15/2021		08/11/2021		08/10/2022	
Location	Hattiesburg	Similar		Similar		Similar	
Site/View	Street	Similar		Similar		Similar	
Site Area	1.09 Acres	2.87 Acres		3.28 Acres	+385	4.40	+250
Access	Ralston Road	Corner	-700	Similar		Similar	
Zoning	A-1	A-1 / I-1	-700	None		A-1	
Utility	Assemblage	Superior	-6,900	Superior	-3,850	Superior	-2,500
Sales or Financing Concessions	None None	Cash None		Cash None		Foreclosure None	+750
Net Adj. (Total)		[ ] Plus [X] Minus $	-8,300	[ ] Plus [X] Minus $	-3,465	[ ] Plus [X] Minus $	-1,500
Indicated Value of Subject		Gross 60.3% Net 60.3% $	5,463	Gross 55.1% Net 45.0% $	4,227	Gross 70.0% Net 30.0% $	3,500

Comments on Market Data: Agricultural, residential, and recreational use tracts are typically purchased on a price per acre basis. For this reason, all of the sales were adjusted on a price per acre basis. Prior to any adjustments, the sales had a bracketing of values from $5,000 to $13,763 per acre.

RECONCILIATION

Comments and Conditions of Appraisal: As previously stated, the property is a part of the old right-of-way of the MS Central Railroad. The rails have been removed and is an old rail bed being wooded in nature. Due to the shape and dimensions, the property has little utility. The highest and best use would be for assemblage onto an adjacent parcel. From market research and paired sales analysis, these parcels sale at a 40% to 60% discount. A 50% discount was applied to the sales for this reason.

Final Reconciliation: The sales have adjusted unit values from $3,500 to $5,463 per acre. The property is an elongated parcel being a part of an old railroad bed. Due to the shape and dimensions, the highest and best use of the property would be for assemblage onto an adjacent parcel. Considering all factors, a market value of $4,500 per acre or $5,000 was concluded for the subject property.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 21, 2022 to be $ 5,000

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Zachary H. Fairley

Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 84 North Of Fields,
Hattisburg, MS 39402
Telephone Number 601-466-2750
Email Address Zfappraiser@gmail.com
Date of Signature and Report 01/03/2023
Effective Date of Appraisal 12/21/2022
State Certification # GA-1418
or State License #
or Other State #
State MS
Expiration Date of Certification or License 05/31/2024

ADDRESS OF PROPERTY APPRAISED
Ralston Road
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY $ 5,000
CLIENT
Name Ann Jones, Chief Administrative Officer
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection December 21, 2022

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection December 21,, 2022

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

COMPARABLE #1

701 Satchel Road
Hattiesburg, MS 39401

Price/Acre	$13,763
Size/Acres	4.40
Date	04/15/2021

Value Indication $5,463

COMPARABLE #2

Patrick Road
Hattiesburg, MS 39401

Price/Acre	$7,692
Size/Acres	13.53
Date	08/11/2021

Value Indication $4,227

COMPARABLE #3

829 Brady Road
Hattiesburg, MS 39401

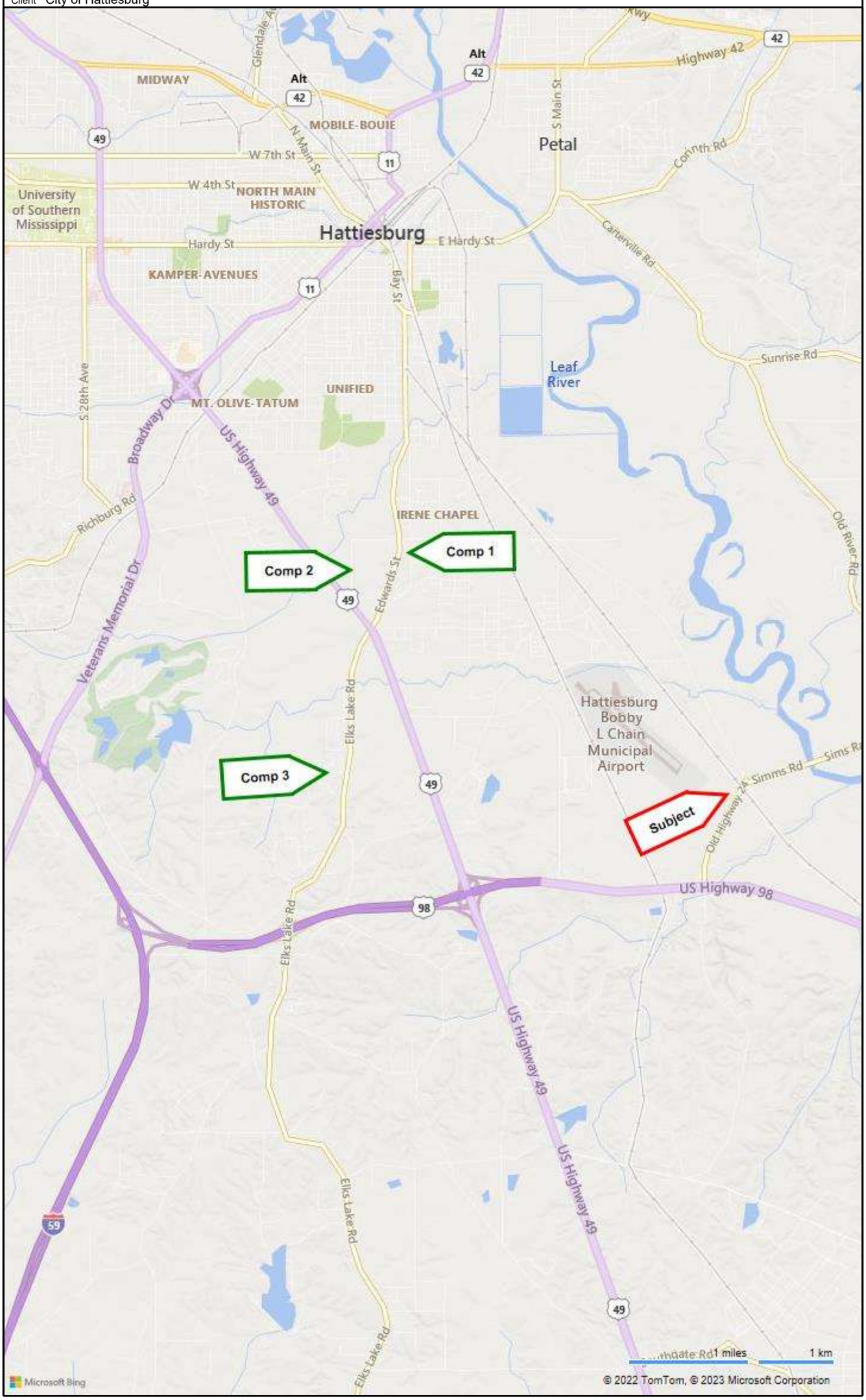
Price/Acre	$5,000
Size/Acres	16.00
Date	08/10/2022

Value Indication $3,500

File No. 147DEC22

LOCATION MAP

Intended User	City of Hattiesburg						
Property Address	Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



FLOOD MAP

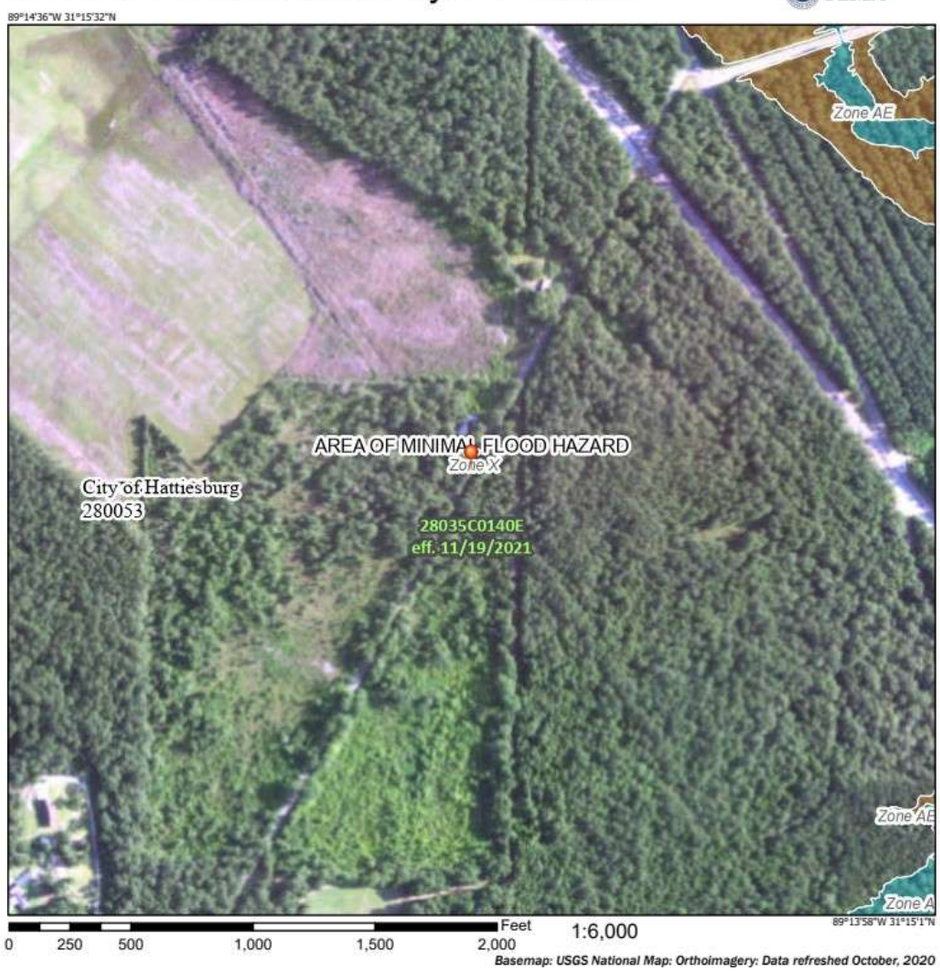
Intended User City of Hattiesburg

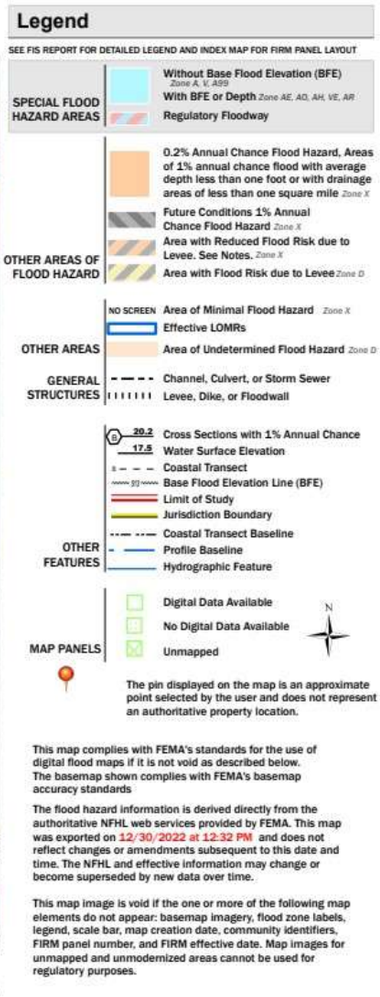
Property Address Ralston Road

City Hattiesburg | County Forrest | State MS | Zip Code 39401

Client City of Hattiesburg

National Flood Hazard Layer FIRMette





This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/30/2022 at 12:32 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

File No. 147DEC22

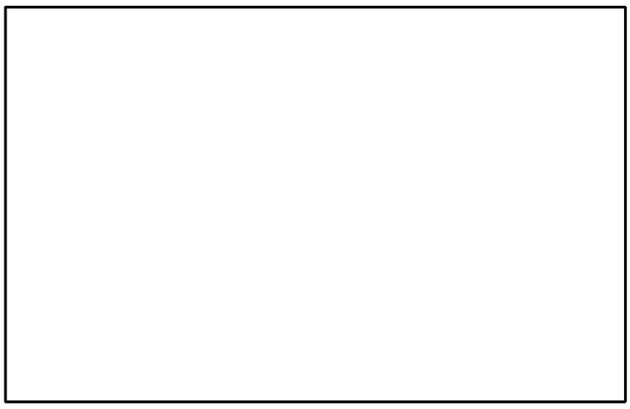
PHOTOGRAPH ADDENDUM

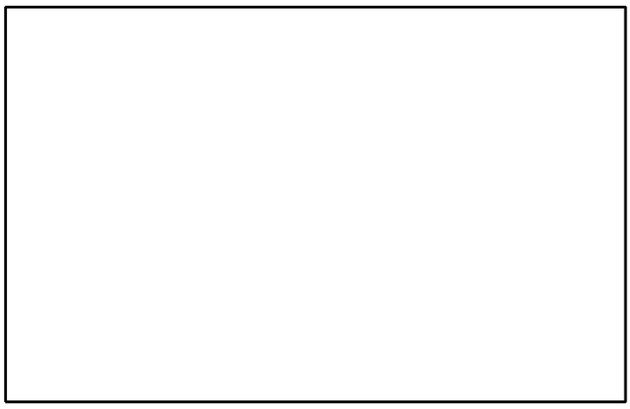
Intended User City of Hattiesburg

Property Address Ralston Road

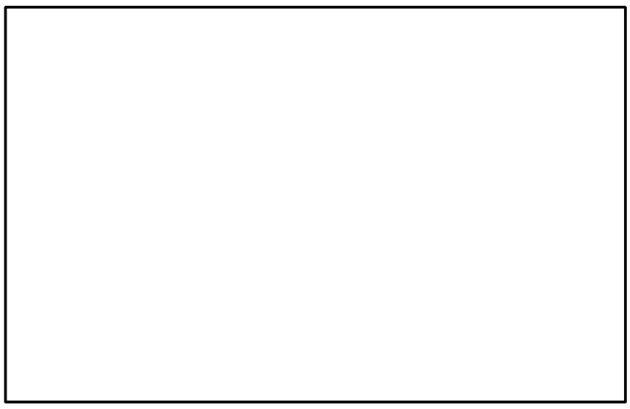
City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

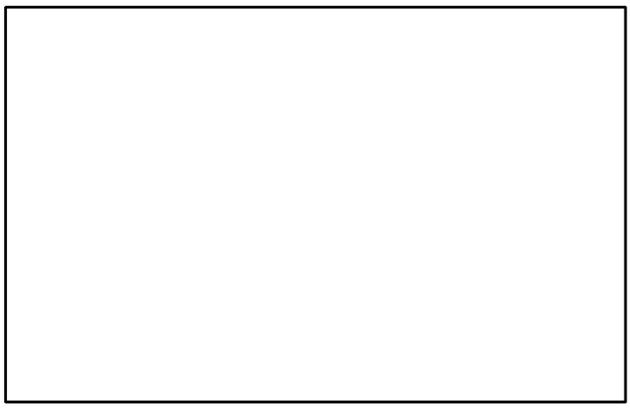




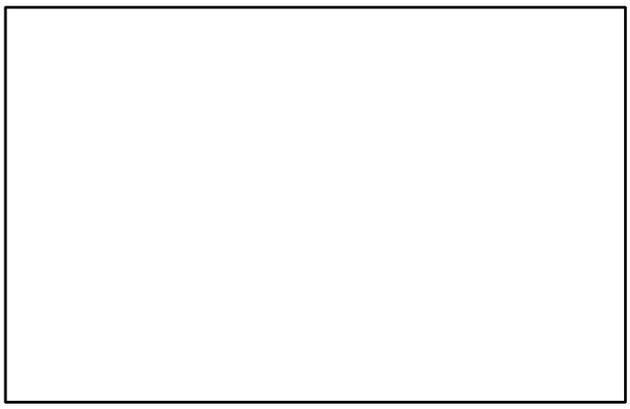
Looking south along Ralston Road from the property



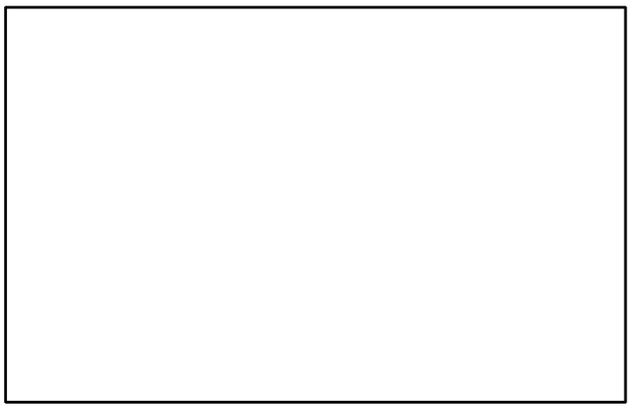
Front view of the improvements



Side view of the improvements



Rear view of the improvements



Additional view of the property located on the east side of Ralston Road

National Flood Hazard Layer FIRMette

89°14'36"W 31°15'32"N

89°13'58"W 31°15'1"N

0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/30/2022 at 12:32 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PPIN 39311

1/3/2023, 5:12:59 PM

Parcels

LANDHOOK_LN

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno

Anno

Imagery2015

1:1,340

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.06 km

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **1/ 3/2023**

Tax Year 2022

Records Last Updated **1/ 3/2023**

PROPERTY DETAIL

OWNER	MEEKS BOBBIE RUTH	**ACRES :**	1.09
	641 RALSTON ROAD	**LAND VALUE :**	280
		IMPROVEMENTS :	**NA**
	HATTIESBURG MS 39401	**TOTAL VALUE:**	280
		ASSESSED :	42
PARCEL	2-048 -06-004.00		
ADDRESS	**NA**		

TAX INFORMATION

YEAR 2022	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	2.85	2.85	0.00
CITY	2.23	2.23	0.00
SCHOOL	2.28	2.28	0.00
TOTAL	7.36	7.36	0.00

LAST PAYMENT DATE 12 / 21 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	THE OLD RIGHT OF WAY OF MS
HOMESTEAD CODE	None		CENTRAL RR LAID OUT & USED
TAX DISTRICT	4130		HEREFORE OVER AND ACROSS THE
PPIN	039311		NE1/4 OF SE1/4 OF NW1/4 OF SEC
SECTION	06		6 3N-12W
TOWNSHIP	03N		702/645 12/93
RANGE	12W		

Book	**Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
NO TAX SALES FOUND		

View Appraisal Record

Back

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ♦ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418
- ♦ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)
High School Diploma

Jones County Junior College - (2005)
Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)
Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi

MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD

LICENSE # GA-1418 **STATUS: ACTIVE**

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A

STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022

Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

LAND APPRAISAL REPORT

File No. 173Dec23

IDENTIFICATION

Owner: Katie McSwain Blankinchip, etux | Census Tract: 0105.00 | Map Reference:
Property Address: 631 Ralston Road
City: Hattiesburg | County: Forrest | State: MS | Zip Code: 39401
Legal Description: A part of Block 6, of Section 6, Township 3 North, Range 12 West, Forrest County, Mississippi (PPIN No. 001488)
Sale Price $: Price/Acre | Date of Sale: 06/04/1992 | Property Rights Appraised: [X] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes $: 239.19 (yr.)
Client: City of Hattiesburg | Address: 200 Forrest Street, Hattiesburg, MS 39401
Occupant: Vacant Land | Appraiser: Zachary H. Fairley | Instructions to Appraiser: Provide an opinion of the "as is" market value
Intended User: City of Hattiesburg | Intended Use: Potential purchase in relation to the expansion of Bobby Chain Regional Airport

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[X] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use: 50 % 1 Family ___ % 2-4 Fam ___ % Apts. ___ % Condo ___ % Commercial
100.00 20 % Industrial 30 % Vacant ___ %
Change in Present Land Use: [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)
(*) From ___ To ___
Predominant Occupancy: [X] Owner [ ] Tenant ___ % Vacant
Single Family Price Range: $ 13,500 to $ 350,000 Predominant Value $ 120,915
Single Family Age: 30 yrs. to 99 yrs. Predominant Age 50 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[X]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[X]	[ ]	[ ]
Protection from Detrimental Conditions	[ ]	[X]	[ ]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[X]	[ ]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise): The property is located in the southeast portion of the City of Hattiesburg, adjacent to the south of Bobby Chain Regional Airport. The area is rural in nature with surrounding uses perdominately being a mixture of single-family residential, recreational hunting, and agricultural related uses.

SITE

Dimensions: Irregular = 37.10 Acres [ ] Corner Lot
Zoning Classification: A-1; Agricultural District | Present improvements: [X] do [ ] do not conform to zoning regulations
Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	[X]	Dixie Electric
Gas	[ ]	Spire
Water	[X]	City of Hattiesburg
San. Sewer	[X]	City of Hattiesburg
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
Street Access: [X] Public [ ] Private
Surface: Asphalt
Maintenance: [X] Public [ ] Private
[ ] Storm Sewer [ ] Curb/Gutter
[ ] Sidewalk [ ] Street Lights

Topo: Cut-Over with natural regeneration; Gently Rolling
Size: 37.10 Acres
Shape: Irregular
View: Vacant Land
Drainage: FEMA Panel No. 28035C0140E; 11/19/21; Zone X
Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): The property is an irregular shaped parcel with approximately frontage along both sides of Ralston Road. Highway 98 E. is located less than a mile south of the property. James Street is located less than a mile north of the property. We are not aware of any adverse conditions, easements, or encroachments that would pose a detriment to the property. No subsurface or mineral rights were valued in this report.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis [X] See grid below. [ ] See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1	+ (-) $ Adjustment	COMPARABLE NO. 2	+ (-) $ Adjustment	COMPARABLE NO. 3	+ (-) $ Adjustment
Address	631 Ralston Road Hattiesburg	Highway 49 S Hattiesburg, MS 39401		Ralston Road Hattiesburg, MS 39401		Jervis Mims Road Hattiesburg, MS 39401	
Proximity to Subj.							
Sales Price	$ Price/Acre	$ 5,000		$ 6,000		$ 5,465	
Price	$	$		$		$	
Data Source		MLS#132023; Selling Agent		Selling Agent		Selling Agent	
Date of Sale and Time Adjustment	DESCRIPTION	02/10/2023		10/20/2022		03/21/2021	
Location	Hattiesburg	Superior	-500	Similar		Superior	-546
Site/View	Vacant Land	Similar		Similar		Similar	
Site Area	37.10 Acres	30.00 Acres		30.00 Acres		43.00 Acres	
Access	Ralston Road	Easement	+1,000	Similar		Inferior	+820
Flood Area	No Flood	No Flood		No Flood		No Flood	
Timber Value	None; Natural Regen.	Similar		Similar		Similar	
Sales or Financing Concessions	None None	Conventional None		Cash None		Cash None	
Net Adj. (Total)		[X] Plus [ ] Minus $ 500		[ ] Plus [ ] Minus $ 0		[X] Plus [ ] Minus $ 274	
Indicated Value of Subject		Gross 30.0% Net 10.0% $ 5,500		Gross 0.0% Net 0.0% $ 6,000		Gross 25.0% Net 5.0% $ 5,739	

RECONCILIATION

Comments on Market Data: Agricultural, residential, and recreational use tracts are typically purchased on a price per acre basis. For this reason, all of the sales were adjusted on a price per acre basis. The sale prices reflected above are unit values based on the price per acre and not the overall sale price. Prior to adjustments, the sales had a bracketing of values from $5,000 to $6,000 per acre. The majority of the property is natural regeneration vegetation with the merchantable timber harvested. The subject has extensive frontage along both sides of Ralston Road. All of the sales had merchantable timber removed prior to sale and were similar in this characteristic.

Comments and Conditions of Appraisal: The property was previously appraised for the client in 2022. Based on market research of comparable sales, a slight increase in land values is indicated.

Final Reconciliation: The sales have adjusted unit values from $5,500 to $6,000 per acre. The property has extensive frontage on both sides of Ralston Road which would increase the utility of the property. The property is located adjacent to a regional airport and may be less diserable as a residential use. Based on the adjusted unit values, an overall value range from $204,050 to $222,600 is indicated. Considering all factors, a market value of $205,000 ($5,525/per acre) is concluded for the subject.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 14, 2023 to be $ 205,000

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

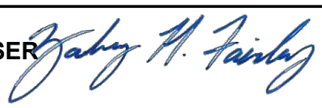
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 

Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 47 Towne Center Square
Hattiesburg, MS 39402
Telephone Number (601)466-2750
Email Address zfappraiser@gmail.com
Date of Signature and Report 12/18/2023
Effective Date of Appraisal 12/14/2023
State Certification # GA-1418
or State License #
or Other State #
State MS
Expiration Date of Certification or License 05/31/2024

ADDRESS OF PROPERTY APPRAISED
631 Ralston Road
Hattiesburg
APPRAISED VALUE OF SUBJECT PROPERTY $ 205,000
CLIENT
Name Ann Jones, Chief Administrative Officer
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection December 14, 2023

COMPARABLE SALES

☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

File No. 173Dec23

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 631 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

COMPARABLE #1

Highway 49 S
Hattiesburg, MS 39401

Price/Acre	$5,000
Size/Acres	24.28
Date	02/10/2023

Value Indication $5,500

COMPARABLE #2

Ralston Road
Hattiesburg, MS 39401

Price/Acre	$6,000
Size/Acres	30.00
Date	10/20/2022

Value Indication $6,000

COMPARABLE #3

Jervis Mims Road
Hattiesburg, MS 39401

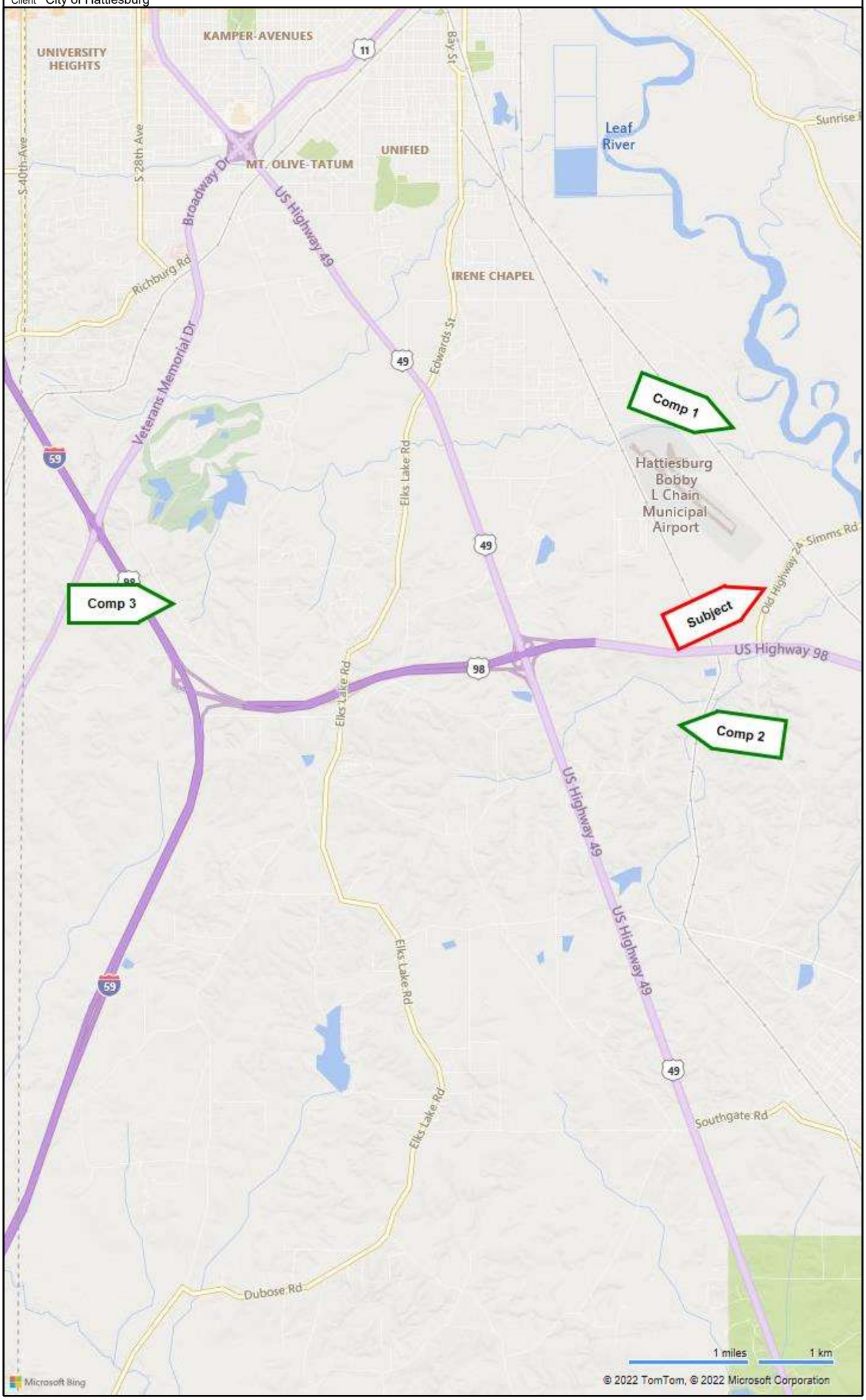
Price/Acre	$5,465
Size/Acres	$43.00
Date	03/21/2021

Value Indication $5,739

File No. 173Dec23

LOCATION MAP

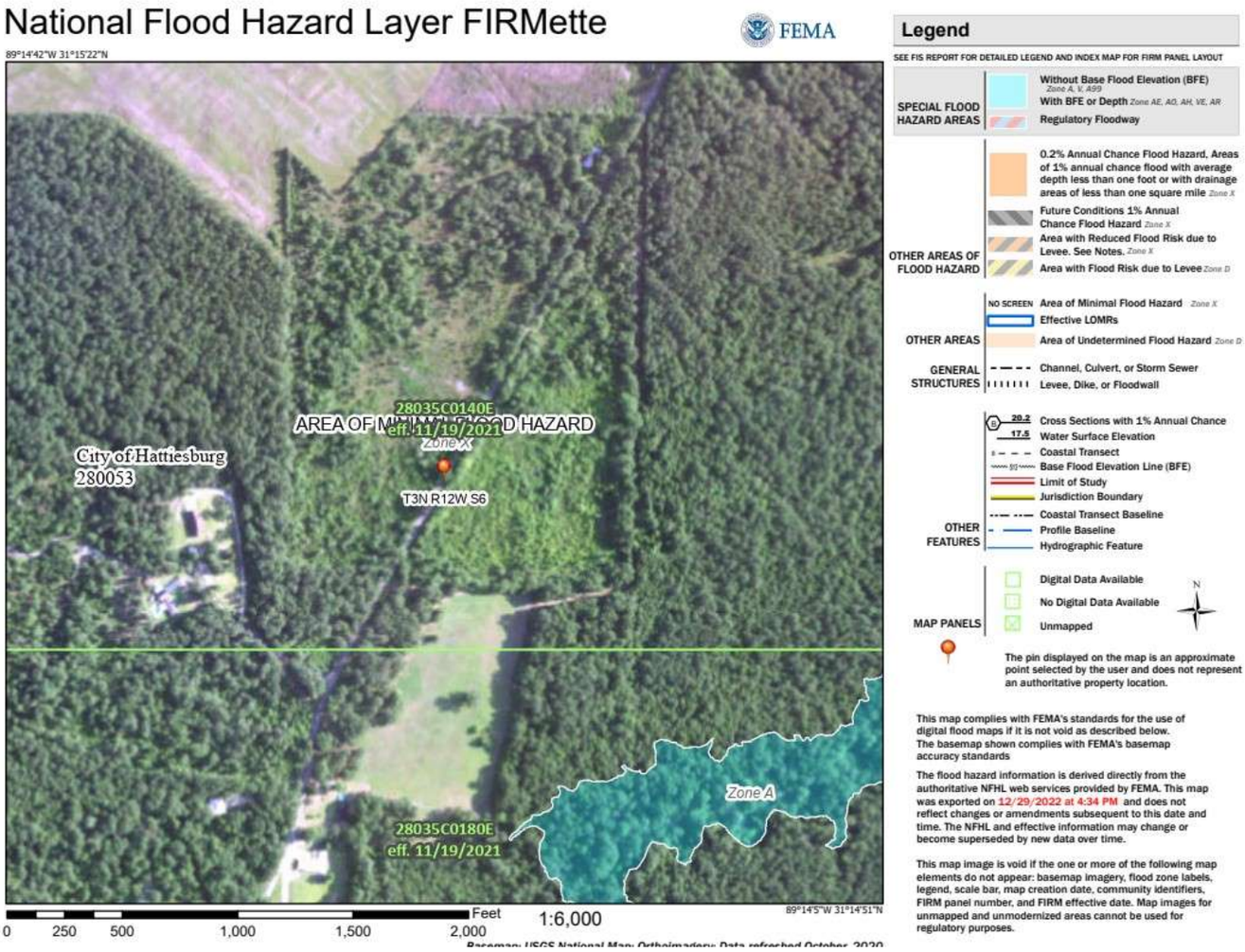
Intended User	City of Hattiesburg						
Property Address	631 Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



File No. 173Dec23

FLOOD MAP

Intended User	City of Hattiesburg						
Property Address	631 Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



File No. 173Dec23

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 631 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

Looking north from the southern portion of the property located along both sides of Ralston Road.

SW Portion of the property located on the west side of Ralston Road

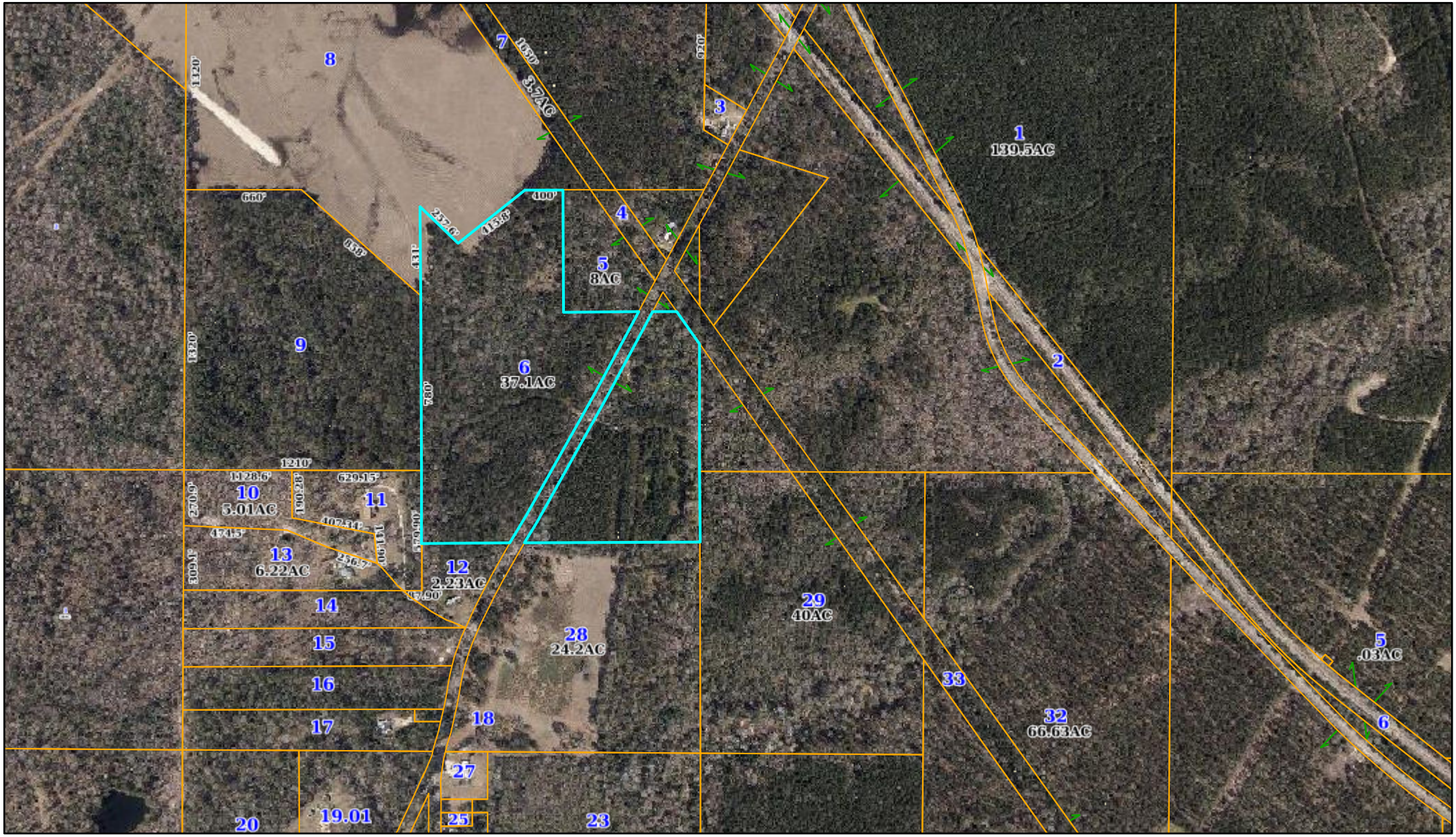
NW Portion of the property

Looking south from the north portion of the property located along both sides of Ralston Road

Looking south at the property located along the east side of Ralston Road

Additional view of the property located on the east side of Ralston Road

PPIN No. 1488



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Parcels

LANDHOOK_LN

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno

Anno

Imagery2015

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS |

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **12/18/2023**

Tax Year 2023

Records Last Updated **12/18/2023**

PROPERTY DETAIL

OWNER	BLANKINCHIP KATIE MCSWAIN & ET	**ACRES :**	37.10
	641 RALSTON RD	**LAND VALUE :**	9090
		IMPROVEMENTS :	**NA**
	HATTIESBURG MS 39401-0000	**TOTAL VALUE:**	9090
		ASSESSED :	1364
PARCEL	2-048 -06-006.00		
ADDRESS	631 RALSTON ROAD		

TAX INFORMATION

YEAR 2023	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	88.32	0.00	88.32
CITY	72.47	0.00	72.47
SCHOOL	78.40	0.00	78.40
TOTAL	239.19	0.00	239.19

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	NW1/4 SE1/4 NW1/4 LESS PT TO
HOMESTEAD CODE	None		CITY PER B304-154 & S1/2 SE1/4
TAX DISTRICT	4130		NW1/4
PPIN	001488		B499 P283 8/81 B558-P515 8/85
SECTION	06		PREV #:0406050
TOWNSHIP	03N		B671 P515 6/4/92
RANGE	12W		

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2014	LEE MITCHELL OR KAY	10/ 7/2015 MEEKS BOBBIE

View Appraisal Record

Back

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Colliers January 2023 – September 2023

Senior Valuation Specialist – Performed valuations on various commercial (retail shopping centers, net lease retail, professional and medical office, and industrial) properties for lenders and portfolio management located in Mississippi and Alabama.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)
High School Diploma

Jones County Junior College - (2005)
Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)
Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020

General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi

MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD

LICENSE # GA-1418 **STATUS: ACTIVE**

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A

STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022

Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

LAND APPRAISAL REPORT

File No. 174Dec23

IDENTIFICATION

Owner: Katie McSwain Blankinchip | Census Tract: 0105.00 | Map Reference: 2-048-06-005.000

Property Address: 641 Ralston Road

City: Hattiesburg | County: Forrest | State: MS | Zip Code: 39401

Legal Description: A part of Block 6, of Section 6, Township 3 North, Range 12 West, Forrest County, Mississippi (PPIN No. 001489)

Sale Price $: Price/Acre | Date of Sale: NA | Property Rights Appraised: [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $: 0.00 (yr.)

Client: City of Hattiesburg | Address: 200 Forrest Street, Hattiesburg, MS 39401

Occupant: Owner | Appraiser: Zachary H. Fairley | Instructions to Appraiser: Provide an opinion of the "as is" market value

Intended User: City of Hattiesburg | Intended Use: Potential purchase in relation to the expansion of Bobby Chain Regional Airport

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[X] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use: 50 % 1 Family ___ % 2-4 Fam ___ % Apts. ___ % Condo ___ % Commercial

100.00 20 % Industrial 30 % Vacant ___ %

Change in Present Land Use: [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ___ To ___

Predominant Occupancy: [X] Owner [ ] Tenant ___ % Vacant

Single Family Price Range: $ 13,500 to $ 350,000 | Predominant Value $ 120,915

Single Family Age: 30 yrs. to 99 yrs. | Predominant Age 50 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[X]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[X]	[ ]	[ ]
Protection from Detrimental Conditions	[ ]	[X]	[ ]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[X]	[ ]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise): The property is located in the southeast portion of the City of Hattiesburg, adjacent to the south of Bobby Chain Regional Airport. The area is rural in nature with surrounding uses perdominately being a mixture of single-family residential, recreational hunting, and agricultural related uses.

SITE

Dimensions: Irregular = 8.0 Acres [ ] Corner Lot

Zoning Classification: A-1; Agricultural District | Present improvements: [X] do [ ] do not conform to zoning regulations

Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	[X]	MS Power
Gas	[ ]	Spire
Water	[X]	City of Hattiesburg
San. Sewer	[X]	City of Hattiesburg
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access: [X] Public [ ] Private

Surface: Asphalt

Maintenance: [X] Public [ ] Private

[ ] Storm Sewer [ ] Curb/Gutter

[ ] Sidewalk [ ] Street Lights

Topo: Wooded; Gently Rolling

Size: 8.0 Acres

Shape: Irregular

View: Street

Drainage: FEMA Panel No. 28035C0140E; 11/19/21; Zone X

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): The property is an irregular shaped parcel containing 8 acres, more or less. Ralston Road bisects the southeast corner of the property separating the property into multiple parcels. Highway 98 E. is located less than a mile south of the property. James Street is located less than a mile north of the property. I am not aware of any adverse conditions, easements, or encroachments that would pose a detriment to the property. No subsurface or mineral rights were valued in this report.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis [X] See grid below. [ ] See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	641 Ralston Road Hattiesburg	Travis Road Hattiesburg, MS 39401		182 Ralston Road Hattiesburg, MS 39401		P.D. Freeman Road Hattiesburg, MS 39401	
Proximity to Subj.							
Sales Price	$ Price/Acre	[redacted]	$ 10,569	[redacted]	$ 5,732	[redacted]	$ 8,499
Price	$	[redacted]	$	[redacted]	$	[redacted]	$
Data Source		MLS# 133377; Selling Agent		MLS# 132583; Selling Agent		MLS# 134973; Selling Agent	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
		09/21/2023		04/14/2023		10/17/2023	
Location	Hattiesburg	Superior	-528	Similar		Superior	-850
Site/View	Street	Similar		Similar		Similar	
Site Area	8.0 Acres	3.64 Acres	-1,057	11.34 Acres	+287	13.53	+425
Access	Ralston Road	Easement	+528	Inferior	+860	Superior	-425
Flood Area	No Flood	No Flood		No Flood		No Flood	
Zoning	A-1	A-1		R-1		A-1	
Sales or Financing Concessions	None None	Conventional None		Cash None		Cash None	
Net Adj. (Total)		[ ] Plus [X] Minus $	-1,057	[X] Plus [ ] Minus $	1,147	[ ] Plus [X] Minus $	-850
Indicated Value of Subject		Gross 20.0% Net 10.0% $	9,512	Gross 20.0% Net 20.0% $	6,879	Gross 20.0% Net 10.0% $	7,649

Comments on Market Data: Agricultural, residential, and recreational use tracts are typically purchased on a price per acre basis. For this reason, all of the sales were adjusted on a price per acre basis and not the actual sale price. Prior to any adjustments, the sales had a bracketing of unit values from $5,732 to $10,569 per acre.

RECONCILIATION

Comments and Conditions of Appraisal: Ralston Road bisects the eastern portion of the property, subdividing the property into four (4) separate parcels. The individual parcels range in size from +/-0.25 to +/-4.50 acres. The parcels could be sold off individually; however, holding costs would need to be considered until selloff. In addition, there is a residential structure located on the property. The improvements have been vacated for an extensive period and considered to have minimal, if any, remaining economic life. A blended market value was concluded for the entire tract as a whole.

Final Reconciliation: The sales have adjusted unit values from $6,897 to $9,512 per acre. The property has extensive frontage on both sides of Ralston Road which would increase the utility of the property. Based on market indicators, a land value of $7,000 per acre or $56,000 was concluded for the subject. Based current cost indicators and physical depreciation, a depreciated value of $25,000 was applied to the residence. Considering all factors, a market value of $80,000 (rounded) was concluded for the subject property.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 14, 2023 to be $ 80,000

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Zachary H. Fairley

Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 47 Towne Center Square
Hattiesburg, MS 39402
Telephone Number (601)466-2750
Email Address zfappraiser@gmail.com
Date of Signature and Report 12/18/2023
Effective Date of Appraisal 12/14/2023
State Certification # GA-1418
or State License #
or Other State #
State MS
Expiration Date of Certification or License 05/31/2024

ADDRESS OF PROPERTY APPRAISED
641 Ralston Road
Hattiesburg
APPRAISED VALUE OF SUBJECT PROPERTY $ 80,000
CLIENT
Name Ann Jones, Chief Administrative Officer
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection December 14, 2023

COMPARABLE SALES

☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

File No. 174Dec23

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 641 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

COMPARABLE #1

Travis Road
Hattiesburg, MS 39401

Price/Acre	$10,569
Size/Acres	3.64
Date	09/21/2023

Value Indication $9,512

COMPARABLE #2

182 Ralston Road
Hattiesburg, MS 39401

Price/Acre	$5,732
Size/Acres	11.34
Date	04/14/2023

Value Indication $6,879

COMPARABLE #3

P.D. Freeman Road
Hattiesburg, MS 39401

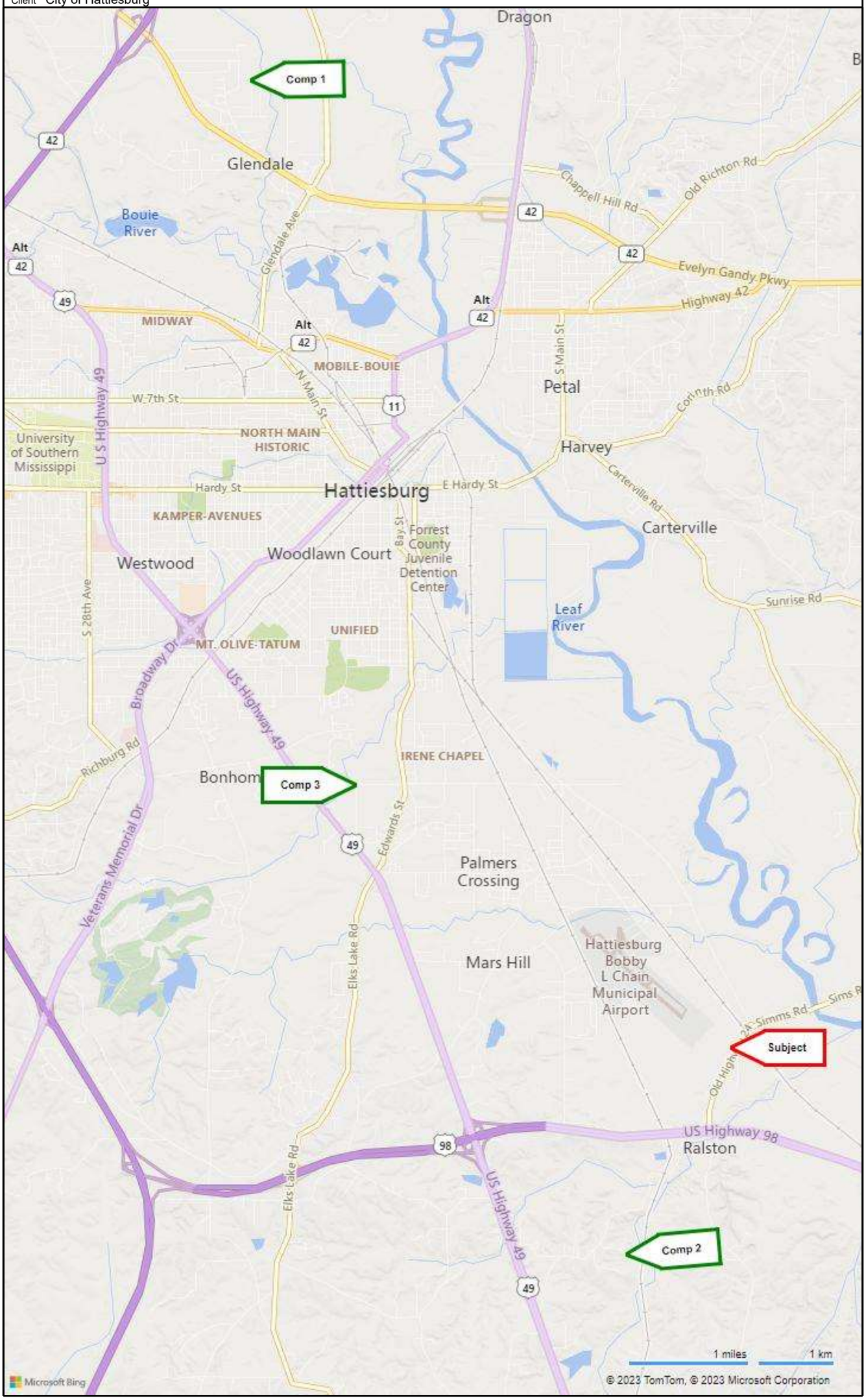
Price/Acre	$8,499
Size/Acres	13.53
Date	10/17/2023

Value Indication $7,649

File No. 174Dec23

LOCATION MAP

Intended User	City of Hattiesburg						
Property Address	641 Ralston Road						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



File No. 174Dec23

FLOOD MAP

Intended User City of Hattiesburg

Property Address 641 Ralston Road

City Hattiesburg | County Forrest | State MS | Zip Code 39401

Client City of Hattiesburg

National Flood Hazard Layer FIRMette

FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/30/2022 at 12:32 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

File No. 174Dec23

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 641 Ralston Road

City Hattiesburg County Forrest State MS Zip Code 39401

Client City of Hattiesburg

SW Portion of the subject tract from Ralstron Road

Looking south along Ralston Road from the property

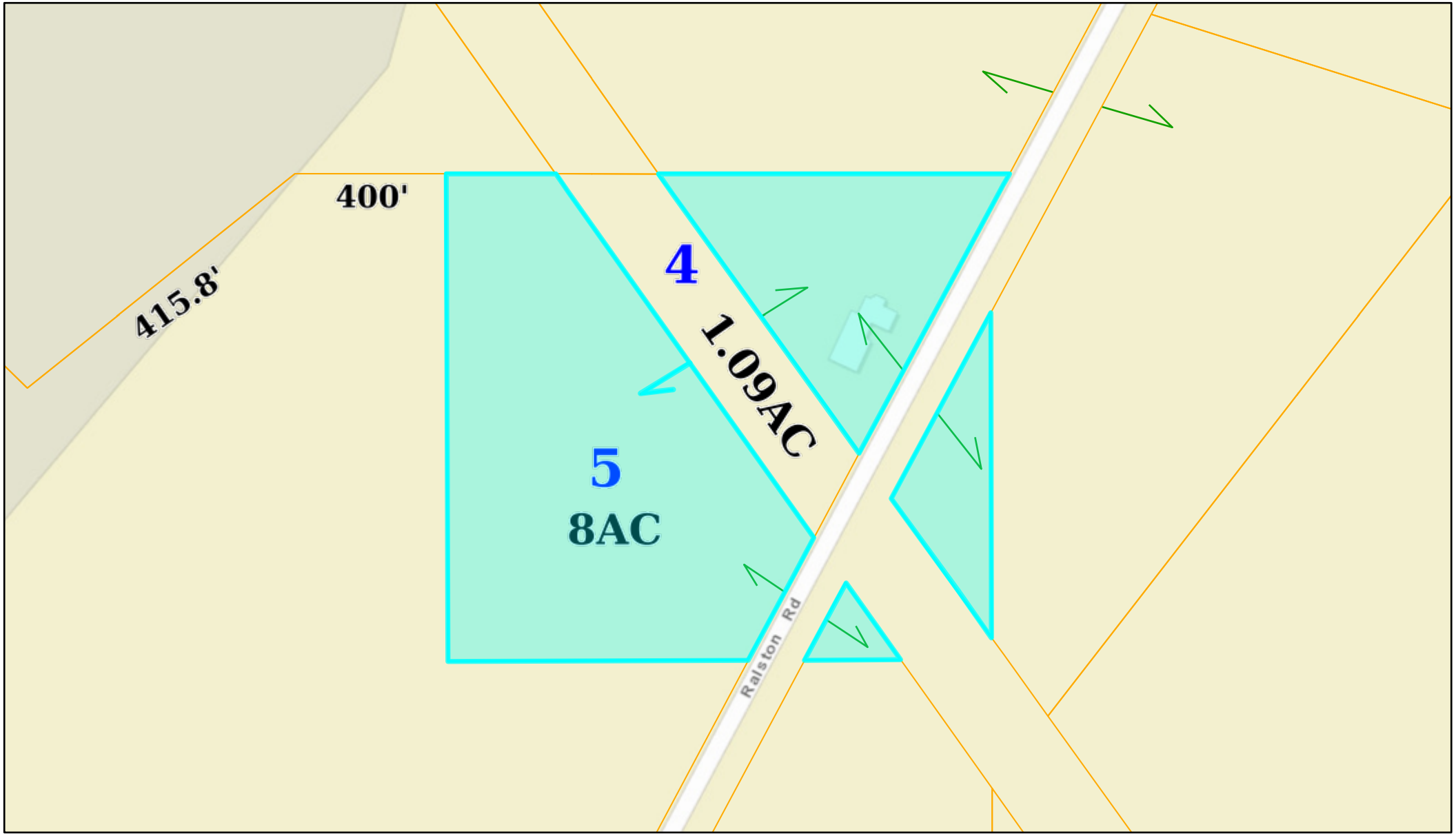
Front view of the improvements

Side view of the improvements

Rear view of the improvements

Additional view of the property located on the east side of Ralston Road

PPIN 1489



1/3/2023, 12:34:20 PM

Parcels

LANDHOOK_LN

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno

Anno

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **12/18/2023**

Tax Year 2023

Records Last Updated **12/18/2023**

PROPERTY DETAIL

OWNER	BLANKINCHIP KATIE MCSWAIN	**ACRES :** 8.00
	641 RALSTON RD	**LAND VALUE :** 10520
		IMPROVEMENTS : 28790
	HATTIESBURG MS 39401-0000	**TOTAL VALUE:** 39310
		ASSESSED : 4017
PARCEL	2-048 -06-005.00	
ADDRESS	641 RALSTON ROAD	

TAX INFORMATION

YEAR 2023	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE 10 / 30 / 2023

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	NE1/4 SE1/4 NW1/4 LESS RR R/W
HOMESTEAD CODE	O65		B92 P506 1946
TAX DISTRICT	4130		PREV #:0406060
PPIN	001489		
SECTION	06		
TOWNSHIP	03N		
RANGE	12W		

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2014	CENTRAL PROPERTIES/BMO HARRIS	10/ 7/2015 MEEKS BOBBIE

View Appraisal Record

Back

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Colliers January 2023 – September 2023

Senior Valuation Specialist – Performed valuations on various commercial (retail shopping centers, net lease retail, professional and medical office, and industrial) properties for lenders and portfolio management located in Mississippi and Alabama.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)
High School Diploma

Jones County Junior College - (2005)
Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)
Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020

General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi

MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD

LICENSE # GA-1418 **STATUS: ACTIVE**

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A

STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022

Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve Agreement between City of Hattiesburg and Verb Architecture, PLLC, for professional architectural services related to repairs and renovations to City Hall through the Mississippi Community Heritage Preservation Grant Program and authorize the Mayor to execute the same.**
File Number: 2024-489
Minute Book #

Summary

Recommendation Statement
I recommend approval of Agreement.

Please place this on the September 17, 2024 City Council meeting for consideration.

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of August in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Telephone Number: 601.545.4500

and the Architect:
(Name, legal status, address and other information)

Verb Architecture, PLLC
127 Buschman Street Suite 30
Hattiesburg, Mississippi 39401
Telephone Number: 601.329.9867

for the following Project:
(Name, location and detailed description)

24-01 Repairs to City Hall

Repairs and Renovations to City Hall

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:41:10 ET on 09/16/2024 under Order No.4104243753 which expires on 10/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA3E)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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(3B9ADA3E)

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Architect's fee equals 7.5% of estimated construction cost.
Cost are divided as follows:
Schematic Design 10% of Fee
Design Development 20% of Fee
Construction Documents 40% of Fee
Bidding and Negotiation 5% of Fee
Construction Administration 20% of Fee

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of One percent (1.00 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ( ) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature)
Toby Barker, Mayor	Rion Snowden, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.

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Additions and Deletions Report for
AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:41:10 ET on 09/16/2024.

PAGE 1

AGREEMENT made as of the First day of August in the year Two Thousand Twenty-four

...

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Telephone Number: 601.545.4500

...

Verb Architecture, PLLC
127 Buschman Street Suite 30
Hattiesburg, Mississippi 39401
Telephone Number: 601.329.9867

...

24-01 Repairs to City Hall

Repairs and Renovations to City Hall

PAGE 3

Architect's fee equals 7.5% of estimated construction cost.
Cost are divided as follows:
Schematic Design 10% of Fee
Design Development 20% of Fee
Construction Documents 40% of Fee
Bidding and Negotiation 5% of Fee
Construction Administration 20% of Fee

...

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

...

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The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10.00 %).

...

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of One percent (1.00 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

...

Toby Barker, Mayor

Rion Snowden, President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:41:10 ET on 09/16/2024 under Order No. 4104243753 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Memorandum

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

From:

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve plans and specifications for repairs and renovations to City Hall related to the Mississippi Community Heritage Preservation Grant Program and authorize advertisement for bids**
File Number: 2024-492
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

PROJECT MANUAL

REPAIRS to CITY HALL, HATTIESBURG, MS

200 FORREST STREET | HATTIESBURG, MS 39401

P.N. 24–01 | SEPTEMBER 2024

Rion Snowden, Architect | 855 422 8372 | 127 Buschman Street, Suite 30 | Hattiesburg, Mississippi 39401

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13 00 00 Special Construction

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25 00 00 Integrated Automation

26 00 00 Electrical

27 00 00 Communications

28 00 00 Electronic Safety and Security

31 00 00 Earthwork

32 00 00 Exterior Improvements

33 00 00 Utilities

END OF SECTION

00 01 15
LIST OF DRAWINGS

PART 1 - GENERAL

The Drawings for this project have been prepared and scheduled by the following:

A0.0 COVER SHEET

ARCHITECTURAL

Verb Architecture
127 Buschman Street, Suite 30
Hattiesburg, Mississippi 39401
855 422 8372

Sheet No.	Title
A0.1	GENERAL NOTES
A1.0	THIRD FLOOR DEMOLITION PLAN
A1.1	THIRD FLOOR NEW WORK PLAN
A1.2	THIRD FLOOR DIMENSION PLAN
A1.3	BASEMENT DEMOLITION PLAN
A1.4	BASEMENT NEW WORK PLAN
A1.5	BASEMENT DIMENSION PLAN
A1.6	ROOF PLAN
A3.0	OPENININGS & SCHEDULES

END OF SECTION

ADVERTISEMENT FOR BIDS

[Owner Name], will receive sealed proposals at [Location], located at [Address], until [Time] CST, on [Day], [Date], for furnishing all labor and materials in connection with [Project Name] as described in and reflected by the drawings and specifications prepared by Rion Snowden Architect, PLLC, Hattiesburg, Mississippi, dated [Date], immediately after which time said sealed proposals shall be publicly opened and read.

A voluntary Pre-Bid conference will be held on [Day], [Date] at [Time] CST at [Location], located at [Address].

A single contract shall be let for the complete project.

Plan Holders are required to register and order bid documents at [Plan Room Website]. Bid documents are non-refundable and must be purchased through the website. All plan holders are required to have a valid email address for registration. Please contact Plan House Printing, 1a Churchill Street, Hattiesburg, MS, 39402, 601-336-6378 for questions regarding website registration and online orders.

Bids shall be submitted in duplicate only upon the blank bid forms provided with the project manual and must be accompanied by bid security in the form of a certified check or acceptable bid bond in an amount equal to at least five percent (5%) of the base bid. Said security to be forfeited, as liquidated damages, not penalty, by a bidder who may be awarded the contract, but who fails to carry out the terms of the proposal, execute the contract and post the required performance and payment bonds in the form and amount, and within the time specified. The bid bond, or the certified check, if used in lieu thereof, shall be payable unconditionally to [Owner Name].

Bids on the project must be received on or before the time specified above, and no bid may be withdrawn after the scheduled closing time and date for the receipt of bids for a period of forty-five (45) days. All bids submitted must comply with the requirements of Chapter 3, Title 31 (Sections 31-3-1, et. seq.) of the Mississippi Code of 1972, as amended, and the performance of any contract awarded shall be bonded in accordance with Chapter 5, Title 31 of the Mississippi Code of 1972, as amended.

Bidders who are non-residents of the State of Mississippi must also comply with the provisions of Section 31-3-21(3) of the Mississippi Code of 1972, as amended.

[Owner Name] reserves the right to reject all bids and to waive informalities.

Dated [Date].

[Owner Name]

[Owner Representative, Title]

Publish [Date] and [Date].

00 21 13
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

A. All definitions set forth in the General Conditions of AIA Document A201 are applicable to these Instructions to Bidders.

B. Bidding Documents include the Instructions to Bidders, the Bid Form, the Bid Bond Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

C. Addenda are written, or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

D. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted with adjustments to the Base Bid amount as stated in Alternate Bids.

F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

H. A Bidder is a person or entity who submits a Bid to the Owner.

2. BIDDER'S REPRESENTATION:

A. Each Bidder, by making his bid, represents that he has read and understands the Bidding Documents.

B. Each Bidder, by making his bid, represents that he has visited the site(s) and familiarized himself with local conditions under which the work is to be performed.

C. No allowance will be made to any Bidder because of lack of examination of the proposed Contract Documents or the site(s) of the Work, or for lack of knowledge of any conditions affecting the Work. The submission of a proposal shall be construed as conclusive evidence that the Bidder has made such examinations.

3. BIDDING PROCEDURES:

A. All bids must be prepared on the forms provided by the Architect, or exact copies thereof, and submitted in accordance with these Instructions to Bidders.

B. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw, or cancel his bid or any part thereof for forty-five (45) days after the time designated for the receipt of bids in the Advertisement or Invitation to Bid.

C. Prior to receipt of bids, Addenda, if issued, will be mailed, or delivered to each prime Bidder recorded by the Architect as having received the Bidding Documents. Addenda issued after receipt of bids will be mailed or delivered to only the selected Bidder.

D. All blank spaces in the Bid Form must be filled in, type written, or handwritten in ink, and all amounts must be in words as well as in figures. For items where no bid is submitted insert "NO BID" in space provided for price; but a bid shall be submitted for all alternates unless the alternate results in no change in price in which case "NO CHANGE" shall be entered in the space provided for the alternate bid amount.

E. Signatures on bids must be in longhand and by a person or persons duly authorized to make contract. Bidder's legal name must be clearly stated. If Bidder is a Corporation affix corporate seal and write State of Incorporation in space provided.

F. All bids shall be delivered, sealed in an opaque envelope, with the name of the project in the lower left-hand corner, to the place designated in the Advertisement for Bids, at or before the time set for the receipt of bids

G. Any bid which fails to name a price in both figures and in writing will be deemed informal and it may be rejected; in case of any discrepancies between the price written in the bid, and that given in figures, the price in writing will be considered the bid.

H. Although no telephoned or telegraphed proposals will be considered, telegraphic corrections of previously submitted bids will be considered if placed in the hands of the Owner or his representative at the location designated for receipt of bids prior to the scheduled bid opening time.

I. 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 contractors as required by House Bill Number 850, Chapter 527, Laws of 1988.

4. EXAMINATION OF BIDDING DOCUMENTS:

A. Each Bidder shall examine the bidding documents carefully and, not later than ten (10) days prior to date of receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency, or error therein which he may discover or of any question he may have as to their meaning. Any interpretation or correction will be issued as an Addendum by the Architect. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

5. SUBSTITUTIONS:

A. Substitutions of materials and equipment will be permitted only as hereinafter specified under Section 01 25 00, entitled "Substitution Procedures".

6. PREPARATION OF BID:

A. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the project for which the bid is submitted, and his Certificate of Responsibility number or statement that enclosed bid does not exceed $50,000.00, as applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Bid Form.

7. METHOD OF BIDDING AND CONTRACT AWARD:

A. A single stipulated sum base bid will be received covering all work not described as part of an alternate bid, and additive stipulated sum alternate bids and unit prices will be received as indicated.

B. The Owner intends to award a Contract to the lowest and best Bidder within available funds, based on the sum of the base bid plus accepted alternates and unit price totals if any.

8. BID SECURITY:

A. Each bid must be accompanied by certified check of the Bidder; or a bid bond duly executed by the Bidder as principal, signed by an agent resident in Mississippi, and having as surety thereon a surety company authorized to do business in Mississippi, rated A or better by A.M. Best Company, and which is acceptable to the Owner; in the amount of 5% of the bid. Such checks or bid bonds will be returned, upon demand, after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made within forty-five (45) days after date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

B. Make bid security payable to City of Hattiesburg.

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

A. The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the difference between his bid and the next acceptable bid, up to the maximum amount of the Bid Security.

10. TIME OF COMPLETION:

A. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" and to substantially complete the project within the calendar days indicated on the Bid Form and the Agreement Between Owner and Contractor.

11. QUALIFICATION OF BIDDERS:

A. If required, a Bidder shall submit to the Architect a properly executed Contractor's Qualification Statement AIA Document A305, within five (5) days from request.

12. REJECTION OF BIDS:

A. The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

13. SUBMISSION OF POST-BID INFORMATION:

A. Upon request by the Architect, the selected Bidder shall within seven days thereafter submit the following:

(1) A statement of costs for each major item of work included in the bid.

(2) A designation of the work to be performed by the Bidder with his own forces.

(3) A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for use on this project. The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

14. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND:

A. The Owner will require the Contractor to furnish bond in the amount of the Contract Sum covering faithful performance of the Contract and payment of all obligations arising thereunder. Bond form shall be that designated in this Project Manual and with surety acceptable to the Owner, licensed to do business in Mississippi, and rated A or better by A.M. Best Company. Bonds shall be signed by an agent resident in Mississippi.

15. POWER OF ATTORNEY:

A. Attorneys in fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

16. CERTIFICATE OF RESPONSIBILITY:

A. Attention of all Bidders is called to the provisions of Chapter 3, Title 31, Mississippi Code of 1972, as amended, including Chapter 505, 1985 General Laws of Mississippi, requiring a Certificate of Responsibility for all Contractors contracting for public work more than $50,000. Bidders shall have complied with the requirements of this law and shall state their Certificate number on the face of the envelope containing their bid and in the Bid Form.

17. PROGRESS PAYMENTS:

A. The Agreement will provide for monthly progress payments based on the value of work in place and materials suitably stored at the site less five percent (5%) retainage.

18. LAWS AND REGULATIONS:

A. The Bidder's attention is directed to the fact that all applicable federal and state laws, city and county ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

END OF SECTION

00 30 00
AVAILABLE PROJECT INFORMATION

PART 1 - GENERAL

1.01 EXISTING DOCUMENTATION:

A. Existing Conditions: Photographs of existing conditions have been provided within the drawings for the convenience of the contractor. It is recommended the contractor visit the site to confirm the existing condition of the items within the scope of the drawings.

B. Additional Investigation:

1. Contractor should visit the site and acquaint himself with conditions.

2. Prior to bidding, the Contractor may make his own investigations to satisfy himself with site and subsurface conditions.

END OF SECTION

00 41 00
BID FORMS

DATE: _____

PROPOSAL OF: _____

(hereinafter called "Bidder"), a _____
(State)

[Corporation / Partnership / Individual] doing business as _____
(Strike out inapplicable terms)

TO: _____
(hereinafter called "Owner")

To whom it may concern:

The Bidder, in compliance with your Invitation for Bids for the construction of the Repairs to City Hall, Hattiesburg, MS, having examined the Drawings and Project Manual and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, and 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 therein, and for the price(s) stated below:

BASE BID: _____

_____ DOLLARS ($ _____)

ALTERNATES

The following Alternate which modifies the Scope of the Work per Section 01 23 00 may be selected by the Owner as it determines to be in its best interest.

ADDITIVE ALTERNATE NO. 01
All work associated with **ITEM A** in the drawings.

ADD TO THE BASE BID THE SUM OF _____

_____ DOLLARS ($ _____)

ADDITIVE ALTERNATE NO. 02
All work associated with **ITEM B** in the drawings.

ADD TO THE BASE BID THE SUM OF _____

_____ DOLLARS ($ _____)

UNIT PRICING: (In addition to specified work as indicated in the contract documents.)

Unit Pricing No. 01:
Per square foot for the removal and replacement of existing roof substrate found to be damaged/rotten/compromised.

For the sum of _____ ($_____).

Unit Pricing No. 02:
Per linear foot for the removal and replacement of the entire decorative molding assembly found to be damaged/rotten/compromised, see details for additional information. Due to historic building status, decorative moulding must be replaced with the exact same profile and color of existing moulding.

For the sum of _____ ($_____).

Bidder hereby agrees to commence work under his Contract on a date to be specified in a written "Notice to Proceed" and to substantially complete all work in his Contract within

_____ (bidders insert days)

consecutive calendar days in accordance with the provisions of the Contract Documents, Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities or irregularities in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder agrees to execute the formal Agreement and deliver the required Contract Bonds within ten (10) days after receipt of notice of the acceptance of his bid. Bid Security attached in the amount required in the Instructions to Bidders is to be forfeited to the Owner as provided in the Instructions to Bidders in the event the Agreement and Bond are not executed within the time above set forth, as liquidated damages for the additional expense to the Owner caused thereby.

Bidder acknowledges receipt of the following Addenda:

Addendum No. dated _____
Addendum No. dated _____
Addendum No. dated _____

Bidder certifies that he is a:

_____ Resident Contractor
_____ Non-Resident Contractor

Respectfully submitted,

Bidder's Name: _____

By: _____ (Seal - If Bid is by Corporation)

Name and Title: _____

Business Address: _____

Certificate of Responsibility No.: _____

END OF BID FORM

00 52 00
AGREEMENT FORMS

Standard Form of Agreement between Owner and Contractor, American Institute of Architects Document A101, 2017 will be used for the Contract. A copy of this document is on file at the Architect's office and may be examined by prospective bidders during normal working hours.

END OF SECTION

00 61 00
BOND FORMS

The standard form of Bid Bond of the American Institute of Architects, A.I.A. Document A310, 2017 Edition, or surety's standard form containing substantially the same provisions, shall be used. A copy of the A.I.A. document is on file in the Architect's Office and may be examined by bidders and their surety during normal working hours.

The Standard Performance Bond and Labor and Material Payment Bond Form of the American Institute of Architects, A.I.A. Document A312, 2017 Edition, will be used for the Contract Bond. A copy of this document is on file at the architect's office and may be examined by bidders and their surety during normal working hours. Amount for performance and labor and material shall each equal 100% of the Contract Sum.

END OF SECTION

00 72 00
GENERAL CONDITIONS

General Conditions of the Contract for Construction, Standard Document A201-2017, of the American Institute of Architects is hereby made a part of these Contract Documents to the same extent as if bound herein. A copy of this document is on file at the architect's office and may be examined by bidders and their surety during normal working hours.

END OF SECTION

00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Document: The following supplements modify, change, delete from, or add to the General Conditions of the Contract, AIA Document A201, 2017 Edition. When any Article of the General Conditions is modified, or deleted, by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents: Delete the last sentence of this Subparagraph and substitute the following sentence:

The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.

1.6 OWNERSHIP AND USE OF ARCHITECTS' DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.6.1 Add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the Agreement between the Owner and the Professional.

Article 2
OWNER

No supplementary conditions.

Article 3
CONTRACTOR

3.18 INDEMNIFICATION

3.18.3 Add a new Subparagraph as follows:

The Contractor agrees to defend, hold harmless and indemnify the Owner against all claims or demands originating under this Contract by Subcontractors, Material men, or other entities situated similarly.

Article 4
ADMINISTRATION OF THE CONTRACT

No supplementary conditions.

Article 5
SUBCONTRACTORS

5.2 AWARD OR SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.5 Add a new Subparagraph as follows:

"The Contractor will make no substitution for any Subcontractor, person or entity previously listed on the Form of Proposal without written consent of the Owner."

Article 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplementary conditions.

Article 7
CHANGES IN THE WORK

7.2 CHANGE ORDERS

7.2.3 Add a new Subparagraph as follows:

The maximum cost included in a Change Order for profit and overhead is limited to ten percent (10%) of the total of the actual cost for materials, labor, and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent and office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order.

Article 8
TIME

8.1 DEFINITIONS

8.1.3 Change this Subparagraph to read as follows:

The date of Substantial Completion is the date certified by the Architect and approved by the Owner in accordance with Paragraph 9.8 entitled "Substantial Completion."

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the progress of the Work by any act of neglect of the Owner or the Architect, or by any employee of either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor's control, or by any other causes which the Architect determines may justify the delay, then the Contract time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the Owner's approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

Article 9
PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer-generated form containing similar data.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

The Owner will retain, until the Work is one hundred percent (100%) complete, five (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made, except that when the initial contract award is in an amount equal to or greater than $750,000.00, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Professional and the Owner, fifty percent (50%) of the retainage will be returned to the Contractor and five percent (5%) will be retained on all subsequent progress payments.

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment on materials stored at some location other than the building site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

1. *An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.*

2. *Consent of Surety, or other acceptable Bond, to cover the materials stored off site.*

3. *All Perils Insurance coverage for the full value of the materials stored off site.*

4. *A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*

5. *A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*

6. *A review by the Architect of the materials stored off site prior to release of payment.*

7. *Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.6 PROGRESS PAYMENTS

9.6.8 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the Owner from the Contractor.

9.7 FAILURE OF PAYMENT

9.7.1 Change this Subparagraph to read as follows:

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within sixty (60) calendar days as prescribed in Section 31 5 25 of the Mississippi Code 1972, Annotated, then the Contractor may stop the Work until payment of the amount owed has been received.

9.8 SUBSTANTIAL COMPLETION

9.8.2 Add a new sentence at the end of this Subparagraph:

Substantial Completion shall not be established and final until Owner approves the Architect's Certificate of Substantial Completion.

9.11 LIQUIDATED DAMAGES

9.11.1 No liquidated damages accessed.

Article 10
PROTECTION OF PERSON AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 HAZARDOUS MATERIALS

10.3.3 Delete this Subparagraph in its entirety.

10.3.5 Replace the word "indemnify" with the word "pay".

Article 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Add a new Subparagraph as follows:

The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY:

Commercial General Liability	
(Including XCU)	
General Aggregate	*$1,000,000.00 Aggregate*
Products & Completed Operations	*$1,000,000.00 Aggregate*
Personal & Advertising Injury	*$500,000.00 Per Occurrence*
Bodily Injury & Property Damage	*$500,000.00 Per Occurrence*
Fire Damage Liability	*$50,000.00 Per Occurrence*
Medical Expense	*$5,000.00 Per Person*

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	*$1,000,000.00 Aggregate*
Bodily Injury & Property Damage	*$500,000.00 Per Occurrence*

3. AUTOMOBILE LIABILITY:
(Owned, Non-owned & Hired Vehicles)

Contractor Insurance Option Number 1:
Bodily Injury & Property *$500,000.00 Per Occurrence*
(Combined Single Limit)

Contractor Insurance - Option Number 2:
Bodily Injury *$250,000.00 Per Person*
Bodily Injury *$500,000.00 Per Accident*
Property Damage *$100,000.00 Per Occurrence*

4. *EXCESS LIABILITY:*
(Umbrella on projects over $500,000)

Bodily Injury & Property Damage *$1,000,000.00 Aggregate*
(Combined Single Limit)

5. *WORKERS' COMPENSATION:*
(As required by Statute)

EMPLOYERS' LIABILITY:
Accident *$100,000.00 Per Occurrence*
Disease *$500,000.00 Policy Limit*
Disease *$100,000.00 Per Employee*

6. *PROPERTY INSURANCE:*

Builder's Risk *$Equal to Value of Work*
Or
Installation Floater *$Equal to Value of Work*

11.1.5 Add a new Subparagraph as follows:

Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.6 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 Delete this Subparagraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of Insurance will be filed with the Owner and will be the same limits set forth in 11.1.4.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.3 Delete this Subparagraph in its entirety.

11.4 PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION FLOATER)

11.4.1 Change the first line in this Subparagraph to read as follows:

The Contractor shall purchase and maintain, in a company or…

11.4.1.2Delete this Clause under Subparagraph 11.4.1 in its entirety.

11.4.1.3Change the following Clause in Subparagraph 11.4.1 to read as follows:
If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay cost not covered because of such deductibles. If the Contractor, or Insurer, increases the required minimum deductibles above the amounts to identified, or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles.

11.4.2 Delete this Subparagraph in its entirety.

11.4.3 Delete this Subparagraph in its entirety.

11.4.4 Delete this Subparagraph in its entirety.

11.4.5 Delete this Subparagraph in its entirety.

11.4.6 Delete this Subparagraph in its entirety.

11.4.10Change this Subparagraph to read as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

Article 12
UNCOVERING AND CORRECTION OF WORK

No supplementary conditions.

Article 13
MISCELLANEOUS PROVISIONS

No supplementary conditions.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

No supplementary conditions.

END OF SECTION

01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS:

A. Work covered by the Contract Documents is the Repairs to City Hall, Hattiesburg, MS. Work includes all related work, as shown on the Drawings, specified within the Project Manual, or implied therefrom, completed in every respect.

B. Start of Work: Work shall be started immediately upon issuance of a proceed order. Prior to this, all Contracts and beginning documents will have been executed and insurance placed in force.

C. Time of Completion: The completion of this total work is to be on or before the time indicated in the Owner and Contractor Agreement.

D. Contractor's Duties:

1. Except as specifically noted, provide, and pay for:

   a. Labor, materials, equipment.

   b. Tools, construction equipment and machinery.

   c. Water, heat, and utilities required for construction.

   d. Other facilities and services necessary for proper execution and completion of work.

2. Pay legally required sales, consumer, use, payroll, privilege, and other taxes.

3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:

   a. Permits

   b. Government Fees

   c. Licenses

4. Give required notices.

5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

6. Promptly submit written notice to Architect of observed variance of Contract Documents from legal requirements. It is not the contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations. Appropriate modifications to Contract Documents

will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.

7. Enforce strict discipline and good order among employees. Do not employ on work, unfit persons or persons not skilled in assigned task.

1.02 CONTRACTS:

A. Construct work under a single lump-sum contract.

1.03 FUTURE WORK:

A. Unless otherwise indicated, no provisions are to be made for future work.

1.04 CONTRACTOR USE OF PREMISES:

A. Confine operations at site to areas permitted by:

1. Law
2. Ordinances
3. Permits
4. Contract Documents

B. Do not unreasonably encumber site with materials or equipment.

C. Do not load structure with weight that will endanger structure.

D. Assume full responsibility for protection and safe keeping of products stored on premises.

E. Move any stored products which interfere with operations of Owner or other Contractors.

F. Obtain and pay for, use of additional storage, or work areas needed for operations.

END OF SECTION

A01 21 00
ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Scope: This section sets forth the cash allowances to be included in the Contract for purchase of products.

1.02 ALLOWANCES FOR PRODUCTS:

A. Purchase products under each allowance as directed by Architect/Engineer.

B. Include following amounts in Bid, for inclusion in Contract Sum:

1. Section 09 65 00 – Resilient Flooring

   a. Allow sum of $6.00 per square foot for purchase of Luxury Vinyl Tile/Plank.

2. Section 09 68 00 – Carpeting

   a. Allow sum of $38.00 per square yard for purchase of Carpet Tile.

C. Amount of each allowance includes:

1. Net cost of product.

2. Delivery to site.

3. Applicable taxes.

D. In addition to amounts of allowances, include in Bid, for inclusion in Contract Sum, Contractor's costs for:

1. Labor, installation and, where applicable, finishing.

2. Other expenses required to complete installation.

3. Handling at site, including unloading and storage.

4. Protection from elements, from damage.

5. Overhead and profit.

1.03 INSTALLATION:

A. Comply with requirements of referenced specification section.

1.04 ADJUSTMENT OF COSTS:

A. Should actual purchase cost be more or less than specified amount of allowance, Contract Sum will be adjusted by Change Order equal to amount of difference.

B. For products specified under unit cost allowance:

1. Should quantity used be more or less than that listed in Schedule of Values, unit cost applies to quantity used.

2. Submit invoices or other data to substantiate quantity used.

3. Submit request for other costs, claimed for additional work caused by increase over amount of allowance, prior to execution of work.

END OF SECTION

SECTION 01 10 0 - ALTERNATES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Scope: This section describes the changes to be made under each Alternate. These alternates are additive and are additions to the work included under the Base Bid.

B. General: The applicable specification sections contain the pertinent requirements for materials and methods to achieve the work described herein. Coordinate related work and modify surrounding work as required to complete the project under each Alternate designated in the Contract.

1.02 DESCRIPTION OF ALTERNATES:

A. ADDITIVE ALTERNATE N0. 01:

All work associated with **ITEM A** in the drawings.

B. ADDITIVE ALTERNATE N0. 02:

All work associated with **ITEMS** in the drawings.

END OF SECTION

01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL:

1.01 DESCRIPTION:

A. To set forth the procedure and conditions for substitutions and to give the product options available to the contractor.

1.02 PRODUCTS LIST:

A. Within thirty 30 days after date of contract, submit to architect five (5) copies of complete list of all products which are proposed for installation.

B. Tabulate list by each specification section.

C. For products specified under reference standards, include with listing of each product:

1. Name and address of manufacturer.

2. Trade name.

3. Model or catalog designation.

4. Manufacturer's data.

5. Performance and test data.

6. Reference standards.

1.03 CONTRACTOR'S OPTIONS:

A. For products specified only by reference standards, select any product meeting standards, by any reputable manufacturer.

B. For products specified by naming several products or manufacturers, select any product and manufacturer named.

C. For product specified by naming one or more products but indicating the option of selecting equivalent products by stating "or equal", or "or approved equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.

D. Where more than one manufacturer's product is specified for one use, the Drawings have been prepared for the one listed first; and building adjustments may be necessary to accommodate the others. The Contractor will be responsible for any changes in the building construction required because of product selection and shall make any such changes to the satisfaction of the Architect without additional cost to the Owner.

1.04 SUBSTITUTIONS:

A. Procedure for submitting substitutions shall be as follows:

1. Items followed by the words "or approved equal": Submit requests for consideration to Architect at least seven (7) days prior to bid date. Use only those approved in writing prior to bid date.

2. Items qualified by words "or equal" or "equal to": Unless otherwise specified in other Specification Sections, submit substitutions to Architect for approval at any time before purchase, but not more than 30 days after date of Agreement.

B. Submit five (5) copies of requests for substitution. For substitutions requiring approval prior to bidding, submit copy to Engineer, where relevant, at same time copies are submitted to Architect. Include in request:

1. Complete data substantiating compliance of proposed substitutions with Contract Documents.

2. For Products:

a. Product identification, including manufacturer's name and address.

b. Manufacturer's literature: Product description, performance and test data and required standards. Safety Data Sheets where required.

c. Samples.

d. Name and address of similar projects on which product was used and date of installation.

3. For Construction Methods:

a. Detailed description of proposed method.

b. Drawings illustrating methods.

4. Itemized comparison of proposed substitution with product or method specified.

5. Data relating to changes in construction schedule.

6. Accurate cost data on proposed substitution in comparison with product or method specified.

C. In making request for substitution, bidder/contractor represents:

1. They have personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified and that no product involved contains ingredients regulated by the EPA or which are carcinogenic or toxic.

2. They will provide the same guarantee for substitution as for product or method specified.

3. They will coordinate installation of accepted substitution into work, making those changes required for work to be complete in all respects.

4. They waive all claims for additional costs related to substitution which consequently become apparent.

5. Cost data is complete and includes all related costs under his contract.

D. Substitutions will not be considered if:

1. They are indicated or implied on shop drawings, or product data submittals without formal request submitted in accordance with this section.

2. Acceptance will require substantial revision of contract documents.

3. In the Architect's judgment, the product or material is not equal.

END OF SECTION

01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Provide Schedule of Values allocated to the various portions of the work.

1.02 SCHEDULE OF VALUES:

A. Submit a Schedule of Values to the Architect at least ten(10) days prior to submitting first Application for Payment. Upon Architect's request, support the values given with data substantiating their correctness. Use Schedule of Values only as basis for Contractor's Application for Payment.

B. Form of Submittal: Submit typewritten Schedule of Values on AIA Document G703A, using the Table of Contents of this Specification as basis for format for listing costs of work for sections under Divisions 2 - 16. Identify each line item with number and title as listed in Table of Contents of this Specification.

C. Preparing Schedule of Values:

1. Itemize separate line-item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, and temporary facilities and controls.

2. Itemize separate line-item cost for work required by each section of this Specification. Break down installed cost with overhead and profit.

3. For each line item which has installed value of more than $20,000, break down costs to list major products or operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total Contract Sum.

D. Review and Resubmittal: After Architect's review, if requested, revise and resubmit Schedule until accepted.

END OF SECTION

01 29 76
PROGRESS PAYMENT PROCEDURES

1.01 SCOPE:

A. Procedures for preparing and submitting Applications for Payment by the Contract.

1.02 APPLICATIONS FOR PAYMENT

A. Format:

1. Applications for Payments will be prepared on AIA forms G702 - Application and Certificate for Payment and G702A - Continuation Sheet.

B. Preparation of Application:

1. Present required information in typewritten form.

2. Execute certification by signature of authorized officer.

3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.

4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.

5. Prepare Application for Final Payment as specified in Section 01 77 00.

C. Submittal Procedures:

1. Submit three copies of each Application for Payment.

2. Submit an updated construction schedule with each Application.

3. Submit requests for payment at monthly intervals.

4. Submit requests to the Professional at agreed upon times, or as may be directed otherwise.

D. Substantiating Data:

1. Submit data justifying dollar amounts in question when such information is needed.

2. Provide one (1) copy of the data with a cover letter for each submittal.

3. Indicate the Application number, date and line-item number and description.

END OF SECTION

01 31 13
PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Scope: To set forth procedures, conditions, and responsibility for coordination of the total project and for cutting and patching.

B. Project Coordinator: The General Contractor will designate one individual as Project Coordinator or Superintendent, as referred to in the General Conditions.

1.02 DUTIES OF PROJECT COORDINATOR:

A. General:

1. Coordination: Coordinate the work of all Subcontractors and material suppliers.

2. Supervision: Supervise the activities of every phase of work.

3. Mechanical/Electrical: Take special care to coordinate and supervise the work of the plumbing, heating, and cooling and electrical Subcontractors.

4. Communication: Establish lines of authority and communication at the job site.

5. Location: The Project Coordinator must be present on the job all the time.

6. Permits: Assist in obtaining building and special permits required for construction.

B. Interpretations of Contract Documents:

1. Consultation: Consult with Architect to obtain interpretations.

2. Assistance: Assist in resolution of any questions.

3. Transmission: Transmit written interpretations to concerned parties.

C. Cessation of Work: Stop all work not in accordance with the requirements of the Contract Documents.

D. Division One: Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:

1. Cutting and Patching: Supervise and control all cutting and patching of other trades' work.

2. Project Meetings: Schedule and preside at all project meetings.

3. Construction Schedules: Assist in preparation of all construction schedules. Supervise work to monitor compliance with schedules.

4. Shop Drawings, Product Data and Samples: Maintain copies of all submittals required by the Project Manual.

5. Schedule of Values: Assist in preparation and be knowledgeable of each entry in the Schedule of Values.

6. Testing: Coordinate all required testing.

7. Temporary Facilities and Controls: Allocate, maintain, and monitor all temporary facilities.

8. Project Closeout: Conduct final inspections and assist in collection and preparation of closeout documents.

9. Cleaning: Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose of their debris.

10. Project Record Documents: Maintain up-to-date project record documents.

11. Enforce all safety requirements.

E. Changes: Recommend and assist in the preparation of requests to the Architect for any changes in the Contract.

F. Application for Payment: Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 SUBCONTRACTOR'S DUTIES:

A. The Subcontractor is responsible to coordinate and supervise his employees in the work accomplished under his part of the Contract.

B. Schedules: Conduct work to assure compliance with construction schedules.

C. Suppliers: Transmit all instructions to his material suppliers.

D. Cooperation: Cooperate with Project Coordinator and other Subcontractors.

1.04 CUTTING AND PATCHING:

A. Avoid unnecessary cutting and patching by careful coordination of the work.

B. Execute necessary cutting, fitting, or patching of work where required to:

1. Make several parts fit properly.

2. Uncover work to provide for installation of ill-timed work.

3. Remove and replace defective work.

4. Remove and replace work not conforming to Contract requirements.

5. Install new work and provide required alterations in existing buildings.

C. In addition to Contract requirements, upon Architect's written instructions:

1. Uncover work for observation of covered work.

2. Remove samples of installed materials for testing.

D. Do not endanger any work by cutting or altering.

E. Payment for Costs: Costs caused by ill-timed or defective work or work not conforming to Contract Documents will be borne by party responsible for ill-timed, rejected, or non-conforming work.

PART 2 - PRODUCTS

2.01 MATERIALS FOR CUTTING AND PATCHING:

A. Materials for replacement of work removed: Comply with specifications for type of work to be done. Match existing materials when patching existing surfaces.

PART 3 - EXECUTION

3.01 CUTTING AND PATCHING:

A. General:

1. Inspection: Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.

2. Preparation Prior to Cutting: Provide shoring, bracing and support as required to maintain structural integrity of project. Provide protection for other portions of project and protection from the elements.

3. Performance:

a. Execute cutting methods which prevent damage to other work and will provide surfaces to receive installation of repairs and new work.

b. Execute excavating and backfilling by methods which prevent damage to other work and prevent settlement.

c. Restore work which has been cut or removed; install new products to provide complete work in accordance with requirements of the Contract Documents.

d. Refinish entire surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies entirely.

e. Perform all patching in the existing buildings to match and blend with the existing finishes to avoid any conspicuous evidence of the operation.

END OF SECTION

01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Pre-Construction Meeting: A Pre-Construction Meeting will be held within fifteen (15) days after date of "Notice to Proceed."

1. Attendance:

a. Owner

b. Architect and his consultants

c. General Contractor

d. Major Subcontractors, including Mechanical and Electrical

2. Minimum Agenda:

a. Distribution and discussion of list of major Subcontractors and construction schedule

b. Critical work sequencing

c. Designation of responsible personnel

d. Procedures for maintaining record documents

e. Use of premises, including office and storage areas

f. Owner's requirements

g. Security procedures

h. Housekeeping procedures

i. Establishment of time and place of monthly meeting.

B. Progress Meetings:

1. A minimum of one regularly scheduled meeting per month will held at the Project Site.

2. Other Meetings will be held as progress of work dictates.

3. Attendance:

a. Owner

b. Architect and his consultants

c. General Contractor

d. Subcontractors as pertinent to the agenda

4. Minimum Agenda:

a. Review of Documents

i. Review of Meeting Minutes from previous meeting
ii. Action Log

b. Construction Status Report

i. Safety
ii. Site Issues
iii. Completed Work/Upcoming Work
iv. Critical RFIs and Submittals
v. WCPR/Change Order Log

c. Design Status Report

i. Current Design Issues
ii. Note field observations, problems, and decisions
iii. Identify problems which impede planned progress
iv. Review off-site fabrication problems
v. Review proposed changes
vi. Review and establishment of allowable "rain days" for proceeding month
vii. Signage Planning
viii. Owner Furnished Equipment Coordination
ix. Owner Furnished Dietary Equipment Coordination

d. Material Testing Review

i. Concrete Slab Moisture Testing (as pertinent to agenda)
ii. Concrete Strength Test Report (as pertinent to agenda)
iii. Field Density Test Report (as pertinent to agenda)

e. Schedule

i. Review construction schedule as indicated

ii. Plan progress during next period

f. Other

g. Payment Application Review

h. Next Steps

5. Meeting Management:

a. Monthly meetings will be the responsibility of the Contractor to coordinate dates, location, and attendance. Contractor is to set up an attendance roster with contact information (phone, fax or email) and notify each attendee 7 days prior to the scheduled meeting. Agenda list will be reviewed by the Contractors Project Coordinator and each item will be opened for discussion as necessary. Meeting notes will be taken by the Contractors Project Coordinator, typed and distributed to all attendees within 7 days following the meeting.

END OF SECTION

01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Provide Schedule of Values allocated to the various portions of the work.

B. Provide current construction schedules for the entire work.

C. Submit, and update as needed, an estimated progress payment schedule for Owner's use in planning investment of project funds.

D. Submit, where required, product Safety Data Sheets listing any material content subject to EPA regulations or listed by them as carcinogenic or toxic.

1.02 SCHEDULE OF VALUES:

A. Submit a Schedule of Values to the Architect at least ten days prior to submitting first Application for Payment. Upon Architect's request, support the values given with data substantiating their correctness. Use Schedule of Values only as basis for Contractor's Application for Payment.

B. Form of Submittal: Submit typewritten Schedule of Values on AIA Document G702 and G703 using Table of Contents of this Specification as basis for format for listing costs of work for sections under Divisions 2 - 16. Identify each line item with number and title as listed in Table of Contents of this Specification.

C. Preparing Schedule of Values:

1. Itemize separate line-item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, and temporary facilities and controls.

2. Itemize separate line-item cost for work required by each section of this Specification. Break down installed cost with overhead and profit.

3. For each line item which has installed value of more than $20,000, break down costs to list major products or operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total Contract Sum.

D. Review and Resubmittal: After Architect's review, if requested, revise and resubmit Schedule until accepted.

1.03 CONSTRUCTION SCHEDULES:

A. Provide projected construction schedules for entire work and revise periodically. The following is a minimum requirement and other type schedules are acceptable with Architect's approval.

B. Form of Schedules: Prepare in form of horizontal bar chart.

1. Provide separate horizontal bar column for each trade or operation.

2. Order: Table of Contents of Specifications.

3. Identify each column by major specification section number.

4. Horizontal Time Scale: Identify first workday of each week.

5. Scale and Spacing: To allow space for updating.

C. Contents of Schedules:

1. Provide complete sequence of construction by activity.

2. Indicate dates for beginning and completion of each stage of construction.

3. Show projected percentage of completion for each item of work as of first day of each month.

D. Updating:

1. Show all changes occurring since previous submission of updated schedule.

2. Indicate progress of each activity and completion dates.

E. Submittals:

1. Submit initial schedules to the Architect within fifteen (15) days after date of Notice to Proceed.

2. Submit to Architect, periodically updated schedules accurately depicting progress to first day of each month.

3. Submit two (2) copies, one to be retained by the Architect and the other forwarded to the Owner.

1.04 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

A. Submit to Architect a physical hard copy or electronic version of shop drawings, product data, and samples required by specification sections.

B. Shop Drawings: Original drawings prepared by Contractor, Supplier or Distributor which illustrate some portion of the work; showing fabrication, layout, setting or erection details.

1. Prepared by qualified detailer.

2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

3. Minimum sheet size: 8 1/2" X 11".

4. Reproductions for Submittals: Photocopy or opaque Diazo print for up to 11" X 17". Transparent sepia plus opaque Diazo print for larger sizes.

C. Product Data:

1. Manufacturer's standard schematic drawings: Modify drawings to delete information which is not applicable to the project. Supplement standard information to provide additional information applicable to project.

2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data: Clearly mark each copy to identify pertinent materials, products, or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.

3. Where required, product data shall include Safety Data Sheets listing material content subject to EPA regulations or listed by them as carcinogenic or toxic.

D. Samples: Physical examples to illustrate materials, equipment, or workmanship and to establish standard by which completed work is judged.

1. Office Samples: Of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples. After review, samples remain in possession of the Architect as needed for future reference.

2. Field Samples and Mock-Ups: Erect on project site at location acceptable to Architect. Construct each sample or mock-up complete, including work of all trades required in finished work.

E. Contractor Responsibilities:

1. Review shop drawings, product data and samples for compliance with the construction documents prior to submission.

2. Verify field measurements, field construction criteria and catalog numbers and similar data.

3. Coordinate each submittal with requirements of work and of Contract Documents.

4. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect/Engineer's review of submittals.

5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect/Engineer's review of submittals unless Architect/Engineer gives specific written acceptance of any such deviations.

6. Notify Architect in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.

7. Begin no work requiring submittals until the return of submittals bearing Architect/Engineer's stamp and initials or signature, indicating review.

8. After Architect/Engineer's review, distribute copies.

F. Submission Requirements:

1. Schedule submission with ample time before dates reviewed submittals will be needed.

2. Submit number of copies of shop drawings and product data up to 11" X 17" in size, which Contractor requires for distribution, plus one copy to be retained by Architect and one copy for Consulting Engineer for Divisions 3, 5, l5 and 16. Submit one transparent sepia and one opaque copy for larger sizes.

3. Submit number of samples specified in each of the specification sections.

4. Accompany submittals with transmittal letter, containing date, project title and number, Contractor's name and address, the number of each shop drawing, product data and sample submitted, notification of deviations from Contract Documents, and other pertinent data.

5. Submittals shall include:

a. Date and revision dates.

b. Project title and number.

c. The names of: Architect (& Engineer where applicable), Contractor, supplier, manufacturer and separate detailer, where pertinent.

d. Identification of product or material.

e. Relation to adjacent structure or materials.

f. Field dimensions, clearly identified as such.

g. Specification section number.

h. Applicable standards, such as ASTM number or Federal Specification.

i. A blank space 2" X 3" for Architect/Engineer stamp.

j. Identification of deviations from Contract Documents.

k. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

G. Resubmission Requirements:

1. Shop Drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings, any changes which have been made other than those required by Architect/Engineer.

2. Product Data and Samples: Submit new data and samples as required for initial submittal.

H. Distribution of Submittals after Review:

1. Distribute copies of shop drawings and product data which carry Architect/Engineer's stamp to: Contractor's file, Job Site file, Subcontractor, Supplier and Fabricator. Make necessary number of prints of transparent sepia for distribution.

2. Distribute samples as directed.

I. Architect/Engineer's Duties:

1. Review submittals with reasonable promptness.

2. Review for design concept of project and information given in Contract Documents.

3. Review of separate item does not constitute review of an assembly in which item functions.

4. Affix stamp and initials or signature certifying to review of submittal.

5. Return submittals to contractor for distribution. Only the sepia will be returned for larger size submittals.

END OF SECTION

01 35 13
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PROJECT SUBDIVISIONS:

A. None Noted

1.02 POLICIES:

A. All employees and representatives of Contractor, Sub-Contractor, Vendors, Suppliers, etc. shall adhere to the following:

1. There shall be absolutely no contact with current building occupants adjacent to the site. Any such action will result in the person or persons being asked to leave the site.

2. All workers shall refrain from using vulgar/suggestive language or wearing vulgar/suggestive clothing.

3. Proper dress is required as based on the nature and type of work being done. Short pants and shirts without sleeves are not allowed. The wearing of shoes is required. Safety and appearance are the main concern.

END OF SECTION

01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 STANDARDS AND CODES:

A. References to standards, codes, specifications, recommendations, and regulations refer to the latest edition or printing prior to the date of issue of the Project Specifications, unless otherwise indicated.

B. Applicable portions of standards listed that are not in conflict with provisions of the Contract Documents are fully incorporated in the Contract Documents by reference.

C. All work shall comply with the 2018 International Building Code as published by the International Code Council, Inc. and other state and local codes as applicable.

END OF SECTION

01 42 16
DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.02 DEFINITIONS:

A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive but are general for the work to extent not stated more explicitly in another provision of contract documents.

B. General Requirements: The provisions or requirements of Division 1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in the project.

C. Indicated: The term "Indicated" is a cross reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross reference, and no limitation of location is intended except as specifically noted.

D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.

E. Approve: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.

F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on drawings and may or may not be identical with description of land upon which project is to be built.

G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning, and similar operations, as applicable in each instance.

I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

J. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or subcontractor for performance of a particular unit of work at project site, including installation, erection, application, and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

K. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

1.03 SPECIFICATION EXPLANATIONS:

A. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.

B. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.

C. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances) or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.

D. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.

E. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradespeople of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespeople of that corresponding generic name.

F. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

1.04 DRAWING SYMBOLS:

A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.

B. M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols were appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

1.05 INDUSTRY STANDARDS:

A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.

B. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non referenced standards which are recognized in industry for applicability to work.

C. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work, and will be so enforced for performance of the work. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

D. Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents, they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority, or other entity applicable to context of text provision.

Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.

1.06 GOVERNING REGULATIONS/AUTHORITIES:

A. General: The procedure followed by Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decision having a bearing on the performance of the work including but not limited to facilities to protect the public during construction.

END OF SECTION

01 45 00
QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality. Comply fully with manufacturers' instructions, including each step-in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

B. Comply with specified standards as a minimum quality for the Work, except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship. Perform work by persons qualified to produce workmanship of specified quality. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

C. Contractor shall install field samples at the site as required by individual specifications Sections for review by the Architect or Owner.

1. Acceptable samples represent a quality level for the Work.

2. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

D. Tests will be performed under provisions identified in this Section.

1. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

2. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by the Architect.

END OF SECTION

01 45 23
TESTING AND INSPECTING SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The Contractor will employ and pay for the services of an independent laboratory to perform specified services.

1. The Contractor shall submit for approval by Architect and Owner, prior to start of Work, Independent Testing Laboratory name, address, telephone number and names of full-time registered Engineer and responsible officer.

B. Inspection, Sampling and Testing is required for sections in the following Divisions:

1. Asbestos testing and abatement.

2. Mold testing prior to and after project completion.

3. Others as determined by the Architect during the progress of the work.

C. Laboratory's Duties:

1. Upon notice, cooperate with Contractor to promptly provide qualified personnel. Perform specified inspections, sampling and testing of material and methods of construction to ascertain compliance with requirements of Contract Documents. Promptly notify Architect and Contractor of irregularities or deficiencies of work observed during performance of services.

2. Promptly prepare reports of inspections and tests, including:

a. Date issued
b. Project title and number
c. Testing laboratory, name, and address
d. Name and signature of inspector
e. Date of inspection or sampling
f. Record of temperature and weather
g. Date of test
h. Identification of product and specification section
i. Location in project
j. Type of inspection or test
k. Observations regarding compliance with Contract Documents.

3. Promptly distribute copies of reports of inspections and tests to:

a. Architect
b. Consulting Engineer, when pertinent
c. General Contractor
d. Subcontractor, when pertinent

e. Owner

D. Contractor's Responsibilities:

1. Cooperate with laboratory personnel to provide access to work and to manufacturer's operation. Provide to laboratory in required quantities preliminary representative samples of materials to be tested. When required, furnish copies of mill test reports. Furnish to laboratory, casual labor to obtain and handle samples at the site and to facilitate inspections and tests. Provide facilities for laboratory's exclusive use for storage and curing of concrete test samples. Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

END OF SECTION

01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Work required under this section consists of all temporary construction facilities, services and related items to complete the Project indicated on the Drawings and described in the Project Manual. Some requirements are set forth herein.

B. Standards:

1. Refer to Section 00 72 00 - General Conditions, Article 10.1.1.

C. Materials: All materials required by the work of this section shall be as specified in the respective sections.

1.02 FACILITIES AND CONTROLS:

A. Access: The Contractor shall provide an adequate access and/or roads to the site of the structure if required for the prosecution of work. He shall, also, provide and maintain at least one temporary or permanent access to each working elevation to be permanently occupied.

B. Hoisting Facilities: The Contractor shall be responsible for providing suitable capacity and hoisting facilities for all people and materials.

C. Field Office and Sheds: The Contractor shall always provide and maintain a weatherproof office, with telephone, at a location on site approved by the Architect, for the Contractor's use and that of his Subcontractors and the Architect. He shall provide suitable watertight and dampproof sheds to house construction materials.

D. Drinking Water: The Contractor shall provide drinking water facilities for all workmen on the job, including icing when required, paper cups, etc., all maintained in a sanitary condition.

E. Fire Protection: The Contractor will provide general temporary fire protection requirements. Subcontractors will be responsible for their own specialty requirements.

Storage: The Contractor shall coordinate the allocation of storage areas to the various Subcontractors.

Temporary Heat: The Contractor shall provide heat, fuel, and services as necessary to protect all work from dampness and cold until final acceptance. If, in the stages of the construction, mechanical and electrical installations will permit, the mechanical and electrical facilities may be used to provide heat and ventilation. However, the Owner is saved harmless of responsibility as to acceptance of mechanical and/or electrical installations.

H. Project Sign:

1. The Contractor shall erect at the site on adequate supports, and maintain during the construction period, one neatly constructed and painted 3/4" thick plywood sign approximately 8' X 8'. Architect will provide colors, lettering, layout, and location of sign.

2. No other signs shall be displayed on the job site without permission of the Architect. The display of sign advertisements is strictly prohibited.

1.03 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Maintain daily in clean and sanitary condition.

END OF SECTION

01 71 23
FIELD ENGINEERING

PART 1 - GENERAL

1.01 OWNER'S RESPONSIBILITY:

A. Establish benchmark on or near site.

1.02 CONTRACTOR'S RESPONSIBILITY:

A. Establish and maintain as needed for construction operations:

1. Location of buildings and other improvements on site.

2. Grades, lines, levels, and supplemental benchmarks.

B. Timely verification of elevations, existing details, and dimensions to avoid misfits and identify conflicts.

END OF SECTION

01 75 16
STARTUP PROCEDURES

1.01 SCOPE:

A. This Section describes procedures for startup of all building equipment and systems including necessary demonstration and instructions.

1.02 STARTING SYSTEMS

A. Coordinate Schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven (7) days prior to start-up of each system.

C. Verify each piece of equipment or system that has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.

D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify wiring and support components for equipment area complete and tested.

F. Execute start-up under supervision of responsible Contractors' personnel in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require Manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.03 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of Substantial Completion.

B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

C. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

END OF SECTION

01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The work required under this section consists of the pre-requisites to and procedures for substantial completion and final inspections and submitting of all close-out documents and related items to complete the work indicated on the Drawings and described in the Project Manual.

1.02 INSPECTIONS:

A. Preparatory Procedure: When the Contractor considers the Project, or a unit of the Project, to be substantially complete, he shall inspect the work, correct all possible deficiencies he discovers, prepare a list of remaining items to be completed or corrected, submit it to Architect, and revise and amend said list as required.

B. Substantial Completion Inspection: When he finds sufficient evidence of substantial completion, Architect inspects project, amplifies, and amends Contractor's list and when substantially complete, issues a Certificate of Substantial Completion, with an initial "punch list" for final inspection.

C. Final Inspection: After Contractor has completed all work including items on original "punch list" and any additions thereto, he requests in writing a final inspection, and submits at the same time two copies, unless otherwise specified, of all Close-out Documents. Then Architect and Owner, along with representatives of any Governmental Agencies contributing funds, make final inspection, and when they find all work acceptable and fully performed, Architect submits the Final Certificate for Payment.

1.03 CLOSEOUT DOCUMENTS:

A. Final Application for Payment.

B. Consent of Surety Company to Final Payment.

C. Release of Liens and certification that all bills have been paid. A sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from all claims and/or damages.

D. Guarantee of Work: Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of Substantial Completion, except where specified for longer periods.

1. Word the guaranty as follows: "We hereby guarantee all work performed under the Contract for the above captioned project to be free from defective materials and workmanship for a period of one (1) year from Substantial Completion date or such longer period of time as may be called for in the Contract Documents for such portions of the work." All guarantees and warranties shall be obtained in the Owner's name.

2. Within the guaranty period, if repairs or changes are needed in connection with guaranteed work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects to the building, site, equipment, or contents thereof and make good all damages to the building, site, equipment, or contents therein, which in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any work or materials or the equipment or contents of said buildings or site disturbed in fulfilling any such guaranty.

3. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.

4. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

E. Project Record Documents: Furnish Record Documents, and provide manuals and instructions as hereinafter specified.

F. Additional documents specified within the Project Manual:

1. General: Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

1.04 RECORD DOCUMENTS:

A. Maintenance of Documents:

1. Maintain one copy of all: Contract Drawings, Project Manual, Addenda, Change Orders, Review Shop Drawings, Review Submittals, Product Safety Data Sheets, Equipment Brochures, Parts Lists, Operating Instructions, Field and Laboratory Test Records, and other modifications to the Contract.

2. Store documents apart from documents used for construction.

3. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.

4. Always make documents available for inspection by Architect.

B. Recording:

1. General: Mark all modifications in red pencil. Keep record documents current. Do not permanently conceal any work until required information has been recorded.

2. Contract Drawings: Legibly mark to record actual construction:

a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.

c. Field changes of dimension and detail.

d. Changes made by Change Order or Field Order.

1.05 MANUALS AND INSTRUCTIONS:

A. Provide three copies of all maintenance and instruction manuals customarily supplied by manufacturers for items incorporated in the work. Assemble together in hardback binders.

B. Arrange, by appointment, to give physical demonstration and oral instructions for machine and equipment operation to the Owner or a designated representative.

1.06 FINAL CLEANING:

A. Employ experienced workmen or professional cleaners for final cleaning. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces. Polish surfaces so designated to shine finish. Repair, patch, and touch-up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Replace air conditioning filters if units were operated during construction. Clean ducts, blowers, and coils if air conditioning units were operated without filters during construction. Maintain cleaning until project, or respective portions thereof, is accepted or occupied by Owner.

END OF SECTION

02 41 19
SELECTIVE DEMOLITION

PART 1 - GENERAL:

1.01 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

A. Extent of selective demolition work is indicated on drawings.

B. Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following:

1. Removal and protection of existing fixtures and equipment.

2. Removal work specified elsewhere.

C. Related work specified elsewhere.

1.03 SUBMITTALS:

A. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's representative for review.

1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

1.04 JOB CONDITIONS:

A. Occupancy: Owner will be continuously occupying areas of the building. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of seventy-two hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

C. Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.

1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of building.

2. Erect temporary covered passageways as required by authorities having jurisdiction.

3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

5. Provide temporary weather protection during interval between demolition and removal of existing construction to insure that no water leakage or damage occurs to structure or interior areas of existing building.

6. Remove protections at completion of work.

D. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

E. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

1. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

F. Utility Service: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 INSPECTION:

Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure, surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner's representative prior to starting work

3.02 PREPARATION:

A. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

1. Cease operations and notify the Owner's representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

B. Provide weatherproof closures for exterior openings resulting from demolition work.

C. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of seventy-two hours advance notice to Owner if shut-down of service is necessary during change-over.

3.03 DEMOLITION:

A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.

3.04 SALVAGE MATERIALS:

A. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance remain the property of the Owner. Notify Owner's representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

3.05 DISPOSAL OF DEMOLISHED MATERIALS:

A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

C. Upon completion of demolition work, remove tools, equipment, and demolished materials from site.

D. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

SECTION 03 11 00
CONCRETE FORMING (CIVIL)

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope: CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified and required to furnish and install the concrete formwork. The Work also includes providing openings in formwork to accommodate the Work under this and other Sections and building into the formwork all items such as sleeves, anchor bolts, inserts and all other items to be embedded in concrete for which placement is not specifically provided under other Sections.

B. Coordination:

1. Review installation procedures under other Sections and coordinate the installation of items that must be installed with the formwork.

2. Notify other CONTRACTORS in advance of the construction of the formwork to provide the other CONTRACTORS with sufficient time for the installation of items included in their contracts that must be installed with the formwork.

1.02 QUALITY ASSURANCE

A. CONTRACTOR shall examine the substratum and the conditions under which concrete formwork is to be performed and notify the ENGINEER in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the ENGINEER.

B. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
1. ACI 347, Recommended Practice for Concrete Formwork.

C. Allowable Tolerances: Construct formwork to provide completed concrete surfaces complying with tolerances specified in ACI 347, Chapter 3.3, except as otherwise specified.

D. All items for permanent or temporary facilities shall be used in accordance with manufacturers' instructions.

1.03 SUBMITTALS

Shop Drawings: Submit for information purposes copies of manufacturer's data and installation instructions for proprietary materials, including form coatings, manufactured form systems, ties and accessories.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. On delivery to job site, place materials in area protected from weather.

B. Store materials above ground on framework or blocking. Cover wood for forms with protective waterproof covering. Provide for adequate air circulation or ventilation.

C. Handle materials to prevent damage.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood-faced or other panel type materials acceptable to ENGINEER, to provide continuous, straight, smooth as-cast surfaces. Furnish in largest practical sizes to minimize number of joints and to conform to joint system shown or specified. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

B. Forms for Unexposed Finish Concrete: Form concrete surfaces that will be unexposed in the finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber that is dressed on at least two edges and one side.

C. Form Ties:

1. Provide factory-fabricated, removable or snap off metal form ties, designed to prevent form deflection, and to prevent spalling of concrete surfaces upon removal. Materials used for tying forms will be subject to approval of the ENGINEER.

2. Unless otherwise shown, provide ties so that portion remaining within concrete after removal of exterior parts is at least one inch from the outer concrete surface. Unless otherwise shown, provide form ties that will leave a hole no larger than one-inch diameter in the concrete surface.

3. Ties for exterior walls and walls subject to hydrostatic pressure shall have water stops.

4. Provide wood or plastic cones for ties, where concrete is exposed in the finish structure and in the interior of tanks.

5. Provide stainless steel form ties for planned exposed tie hole locations, where shown on the Drawings. When used, tie break back point shall be at least one inch from outer concrete surface.

6. Wire ties are not acceptable.

D. Forms Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds. For concrete surfaces which will be in contact with potable water, the form coating shall be a mineral oil base coating.

2.02 DESIGN OF FORMWORK

A. Design, erect, support, brace and maintain formwork so that it shall safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure. Carry vertical and lateral loads to ground by formwork system or in-place construction that has attained adequate strength for this purpose. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation and position.

B. Design forms and falsework to include values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.

C. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shores and struts cannot be secured.

D. Support form facing materials by structural members spaced sufficiently close to prevent significant deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances. For long span members without intermediate supports, provide camber in formwork as required for anticipated deflections resulting from weight and pressure of fresh concrete and construction loads.

E. Design formwork to be readily removable without impact, shock or damage to concrete surfaces and adjacent materials.

F. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

PART 3 - EXECUTION

3.01 INSPECTION

Examine conditions under which formwork is to be installed and notify ENGINEER in writing of unsatisfactory conditions existing. Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to ENGINEER.

3.02 FORM CONSTRUCTION

A. All forms shall be built mortar-tight and sufficiently rigid to prevent distortion due to pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage. The forms shall be substantial and unyielding and shall be so designed that the finished concrete will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

B. Forms shall have sufficient strength to carry safely the load of concrete with a construction live load of at least 50 pounds per square foot; be stiff enough to prevent any appreciable bulging, sagging or moving out of position; be tight enough to prevent any appreciable loss of mortar; and be arranged so that they can be safely and easily removed without damaging

concrete. Construct and erect forms with the fewest practicable number of joints, and to insure straight, plumb, level, and smooth concrete surfaces with all angles sharp and true to line. Use form oil and wetting as required to accomplish these results.

C. Construct forms complying with ACI 347; to the exact sizes, shapes, lines and dimensions shown as required to obtain accurate alignment, location and grades; to tolerances specified; and to obtain level and plumb work in finish structures. Provide for openings, offsets, keyways, recesses, moldings, rustications, reglet, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required. Use selected materials to obtain required finishes. Finish shall be as determined by approved mock-up or sample panel, if specified.

D. Fabricate forms for easy removal without damaging concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglet, recesses, and the like, to prevent swelling and assure ease of removal.

E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Brace temporary closures and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms in locations as inconspicuous as possible, consistent with requirements of the Work. Form intersecting planes of openings to provide true, clean-cut corners, with edge grain of plywood not exposed as form for concrete.

F. Minimum requirements for slab overhang forms shall be 3/4-inch plywood supported on 2"X6" S4S wood timbers placed flatwise on 16-inch centers. Adjustable brackets for support of slab overhang forms shall be spaced at a maximum distance of 3'-0" center to center unless specifically approved otherwise. Grade points for forms shall coincide with the location of the adjustable form brackets.

G. Metal ties or anchorages within the forms shall be so constructed as to permit their removal, without injury to the concrete, to a depth of at least the reinforcing steel clearance shown on the plans. Nippers shall be used for green concrete. All fittings for metal ties shall be designed so that upon their removal the cavities which are left will be the smallest practicable size. The cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

H. Forms shall be set and maintained to the lines designated until the concrete is sufficiently cured for form removal. Forms shall remain in place for periods which shall be determined as hereinafter specified. If forms are deemed to be unsatisfactory in any way, either before or during the placing of concrete, the ENGINEER will order the work stopped until the defects have been corrected.

I. Access to the lower portions of forms for narrow walls and columns shall be provided for cleaning our extraneous material immediately before placing the concrete.

J. All forms shall be treated with an approved oil or saturated with water immediately before placing the concrete. For rail members or other members with exposed faces, the forms shall be treated only with an approved oil to prevent the adherence of concrete. Any material which will adhere to or discolor the concrete shall not be used.

K. When metal forms are used, they shall be kept free from rust, grease, or other foreign matter which will discolor the concrete. They shall be of sufficient thickness and so connected that they will remain true to shape a line, and shall conform in all respects as herein prescribed for mortar tightness, filleted corners, beveled projections, etc. They shall be constructed to insure easy removal without injury to concrete. All inside bolt and rivet heads shall be countersunk.

L. Chamfer exposed corners and edges as shown, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints. All chamfer strips shall be dressed, straight, and of uniform width and shall be always maintained as such.

M. Falsework:

1. The CONTRACTOR shall submit to the ENGINEER four copies of structural design analysis and detail drawings which show the method of falsework or centering. These designs and detail plans shall be prepared and bear the seal of a Registered Professional Engineer with experience in falsework design.

2. Falsework plans shall include falsework elevations together with all other dimensions and details which is considered necessary for construction. Other pertinent data needed is size and spacing of all falsework members and minimum bearing requirements for false piles.

3. Erect falsework and support, brace and maintain it to safely support vertical, lateral and asymmetrical loads applied until such loads can be supported by in-place concrete structures. Construct falsework so that adjustments can be made for take-up and settlement. Upon completion of falsework erection, the Registered Professional Engineer shall certify that the erected falsework can support the load for construction.

4. Falsework piling shall be spaced and driven so that the bearing value of each pile is sufficient to support the load that will be imposed upon it. The bearing value of the piles should be calculated according to the appropriate formula given in Section 803 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition.

5. For designing falsework and centering, a weight of 150 pounds per cubic foot shall be assumed for green concrete. All falseworks shall be designed and constructed to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. Carefully inspect falsework and formwork during and after concrete placement operations to determine abnormal deflection or signs of failure; make necessary adjustments to produce finished Work of required dimensions. The CONTRACTOR may be required to employ screw jacks or hardwood wedges to take up slight settlement in the falsework either before or during the placing of concrete. An allowance shall be made for anticipated compressibility of falsework and for the placement of shims, wedges, or jacks to produce the permanent structural camber shown on the plans. If during construction, any weakness develops and the falsework shows any undue settlement or distortion, the work shall be stopped, the part of the structure affected removed, and the falsework strengthened before work is resumed. Falsework which cannot be founded on a satisfactory footing shall be supported on piling, which shall be spaced, driven, and removed (reference Section 804.03.15 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition) in a manner approved by the ENGINEER.

6. All structures built across a public street or highway on which maintenance of traffic is required,

shall have falsework so arranged that a vertical clearance of at least 13'-6", and unless otherwise specified, a horizontal clearance of at least the width of the traveled way shall be provided at all times. If the vertical clearance is less than 13'-6" or the horizontal clearance is less than the full crown width of the roadway, the CONTRACTOR shall install and maintain appropriate safety devices, clearance signs, and warning lights, and shall notify the ENGINEER sufficiently in advance of restricting the clearance for him to advise both the Traffic Control and Safety and the Maintenance Divisions.

N. Forms for Exposed Concrete:

1. Shall be of uniform thickness with a smooth inside surface of an approved type.

2. Joints shall be closely fitted to eliminate fins, stone pockets, or other variations in the surface of the concrete which would mar a smooth and uniform texture.

3. Do not use metal cover plates for patching holes or defects in forms.

4. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections.

5. Use extra studs, walers and bracing to prevent bowing of forms between studs and to avoid bowed appearance in concrete. Do not use narrow strips of form material that will produce bow.

6. Assemble forms so they may be readily removed without damage to exposed concrete surfaces.

7. Form molding shapes, recesses, and projections with smooth-finish materials, and install in forms with sealed joints to prevent displacement.

O. Corner Treatment:

1. Form exposed corners of beams, walls, foundations, bases and columns to produce smooth, solid, unbroken lines, except as otherwise shown. Except as specified below for reentrant or internal corners, exposed corners shall be chamfered.

2. Form chamfers with 3/4-inch by 3/4-inch strips, unless otherwise shown, accurately formed and surfaced to produce uniformly straight lines and tight edge joints. Extend terminal edges to required limit and miter chamfer strips at changes in direction.

3. Reentrant or internal corners and unexposed, buried corners may be formed either square or chamfered.

P. Openings and Built-In Work:

1. Provide openings in concrete formwork shown or required by other Sections or other contracts. Refer to paragraph 1.01B herein for the requirements of coordination.

2. Accurately place and securely support items to be built into forms.

3. Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing

such ties.

Q. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is to be placed. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

3.03 FORM COATINGS

A. Coat form contact surfaces with a non-staining form-coating compound before reinforcement is placed. Do not allow excess form coating material to accumulate in the forms or to meet surfaces which will be bonded to fresh concrete. Apply in compliance with manufacturer's instructions.

B. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

C. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions.

3.04 INSTALLATION OF EMBEDDED ITEMS

A. General: Set and build into the formwork, anchorage devices and other embedded items, shown, specified, or required by other Sections and other contracts. Refer to paragraph 1.01B herein for the requirements of coordination. Use necessary setting drawings, diagrams, instructions, and directions.

B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support screeds.

3.05 FIELD QUALITY CONTROL

A. Before concrete placement, CONTRACTOR shall check the formwork, including lines, ties, tie cones, and form coatings. He shall make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.

B. During concrete placement CONTRACTOR shall check formwork and related supports to ensure that forms are not displaced, and that completed Work shall be within specified tolerances.

C. If CONTRACTOR finds that forms are unsatisfactory in any way, either before or during placing of concrete, placement of concrete shall be postponed or stopped until the defects have been corrected and reviewed by the ENGINEER.

3.06 REMOVAL OF FORMS

A. Conform to the requirements of ACI 301, Chapter 4 and ACI 347, Chapter 3.6.2.3, except as specified below.

B. Form facing material shall remain in place a minimum of five days after concrete placement unless otherwise approved by ENGINEER.

C. Do not remove supporting forms or shoring until the members have acquired sufficient strength to safely support their weight and the load upon them. Results of suitable control tests may be used as evidence that the concrete has attained sufficient strength.

D. The time for removal of all forms will be subject to the ENGINEER'S approval.

E. In the determination of the time for the removal of falsework, forms, and housing and the discontinuous of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix. No forms or supports shall be removed prior and approval by the Engineer. During cold weather, removal of housing and the discontinuous of heating shall be in accordance with Section 804.03.16.1 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition.

F. At the CONTRACTOR'S option and with the approval of the ENGINEER, the time for removal of forms may be determined by cylinder tests, in which case the CONTRACTOR shall furnish facilities for testing the cylinders. The facilities shall include an approved concrete testing machine of sufficient capacity and calibrated by an acceptable commercial laboratory. Tests shall be conducted in the presence of the ENGINEER'S representative to witness and record strengths obtained on each break or performed by a certified testing laboratory.

G. Methods of form removal likely to cause overstressing of the concrete shall not be used. Forms and supports shall be removed in a manner that will permit the concrete to uniformly and gradually take the stresses due to its own weight. Centers shall be gradually and uniformly lowered in a manner that will avoid injurious stresses in any part of the structure.

H. As soon as concrete for railings, ornamental work, parapets, and vertical faces which required a rubbed finish has attained a safe strength, the forms shall be carefully removed without marring the surfaces and corners, the required finishing performed, and the required curing continued.

I. Prior to final acceptance of the work, the CONTRACTOR shall remove all falsework, forms, excavated material, or other material placed in the stream channel during construction. Falsework piles may be cut or broken off at least one foot below the mudline or ground line unless the plans specifically indicate that they are to be pulled and completely removed from the channel.

3.07 PERMANENT SHORES

A. Provide permanent shores as defined in ACI 347 Chapter 3.7.

B. Reshores will not be permitted.

3.08 RE-USE OF FORMS

A. Clean and repair surfaces of forms to be re-used in the Work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces,

remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces. Form surfaces shall be subject to the ENGINEER'S approval.

C. The shape, strength, and rigidity, watertightness, and surface smoothness of reused forms shall be maintained at all times. Warped or bulged lumber shall be resized before being reused. Forms which are unsatisfactory in any respect shall not be reused.

END OF SECTION

SECTION 03 15 00
CONCRETE ACCESSORIES (CIVIL)

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified, and required to furnish and install concrete accessories.

2. The types of concrete accessories required include the following:

a. Construction joints.
b. Expansion joints and fillers.
c. Control joints.

B. General: All joints subject to hydrostatic pressure shall be provided with continuous water stop.

C. Related Work Specified Elsewhere:

1. Section 03 11 00 - Concrete Forming.

1.02 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:

1. ACI 301, Specifications for Structural Concrete for Buildings, Chapter 6, Joints and Embedded Items.

2. ASTM A 36, Structural Steel.

3. ASTM D 1752, Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.

4. ASTM B 164, Nickel-Copper Alloy Rod and Bar.

B. All manufactured items shall be installed in accordance with manufacturer's instructions.

1.03 SUBMITTALS

A. Samples: Submit for approval the following samples:

1. Cork expansion joint fillers.

2. Multipolymer plastic bearing strips.

B. Shop Drawings: Submit for approval the following:

1. Manufacturer's specifications and installation instructions for all materials required.

2. Layout of all construction joint locations prior to the submittal of steel reinforcing drawings.

3. Detail for joining polyvinyl chloride to steel water stops.

PART 2 - PRODUCTS

2.01 WATERSTOPS

Waterstops shall be of the highest-grade virgin polyvinyl chloride (PVC) meeting the latest revision of Corps of Engineers' Specification CRD-C-572. No scrap or reclaimed PVC shall be used in the compound. Waterstops required for expansion joints shall be 9 inches in width, 3/8-inch in web thickness dumbbell type with 3/4-inch I.D. center bulb, capable of withstanding a hydrostatic pressure of 150 feet. Waterstops required for all other joint conditions shall be 6 inches in width, 3/8- inch in web thickness, dumbbell type capable of withstanding a hydrostatic pressure of 125 feet. Manufacturers meeting the geometry and specifications are: Greenstreak Plastic Products, Box 7139, St. Louis, Missouri 63177, (314) 225-9400, Style No. 748 for the 6 inch by 3/8-inch and style 753 for the 9 inch by 3/8-inch; Vinylex Corporation, P.O. Box 7187, Knoxville, Tennessee, 37921, (615) 690-2211, Catalog No. D6-38 for the 6 inch by 3/8-inch and DB9-38 for the 9 inch by 3/8-inch. Other products shall not be used without prior review and acceptance by the Engineer. Rubber waterstops meeting the latest revision of Corps of Engineers' Specification CRD-C-513 will be considered equal.

2.02 PREMOLDED EXPANSION JOINT FILLER

A. Premolded joint filler (PJF) for interior expansion joints shall be self-expanding cork consisting of preformed strips that have been formed from clean granulated cork particles securely bound together by a synthetic resin of an insoluble nature. The PJF shall be capable of expanding 140 percent of its original thickness, which shall be 3/4-inch unless shown otherwise on the Drawings. The PJF shall meet the specification requirements of the latest revision of Corps of Engineers' Specification CRD-C 509, Type III and ASTM D 1752 Type III. Manufacturers meeting the specification requirements are: Sealtight Products by W.R. Meadows, Inc., P.O. Box 543, Elgin, IL 60120, (312) 683-4500 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.

B. Premolded joint filler (PJF) for exterior expansion joints between concrete slabs and structural walls, where specifically shown on the Drawings shall be asphalt impregnated fiber board conforming to the latest revision of ASTM D 1751. Thickness of the PJF shall be 3/4-inch unless otherwise shown on the Drawings. Manufacturers meeting the specification requirements are: Sealtight Products by W.R. Meadows, Inc., P.O. Box 543, Elgin, IL 60120, (312) 683-4500 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208,
(214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.

2.03 CONCRETE CONSTRUCTION JOINT ROUGHENER

A. Provide a water-soluble non-flammable, surface-retardant roughener.

B. Product and Manufacturer: Provide one of the following:

1. Rugasol-S by Sika Chemical Corporation, for horizontal joints only.
2. EAC-S by Preco Industries, Ltd., for horizontal joints only.
3. Tuf-Cote (Deep Etch) by Preco Industries Ltd., for vertical joints.
4. Or equal.

2.04 EPOXY BONDING AGENT

A. Provide an epoxy-resin bonding agent, two component, polyamide type.

B. Product and Manufacturer: Provide one of the following:

1. Sikadur Hi-Mod by Sika Chemical Corporation
2. Epoxtite Binder (Code #2390) by A.C. Horn, Inc.
3. Or equal.

2.05 PREFORMED BEARING STRIPS

A. Provide a multipolymer plastic bearing strip with a coefficient of friction less than .01. Bearing strip to be 1/8 inch thick by nine inches wide.

B. Product and Manufacturer:

1. Korolath bearing strips by Koro Corporation, or equal.

2.06 ANCHOR BOLTS

A. These shall conform to ASTM A675, Grade 50. Anchor bolts shall be galvanized on all exposed surfaces in accordance with ASTM A153.

B. Set all anchor bolts by template, rigidly secure the bolts in place to prevent their displacement, and verify all bolt locations before placing concrete, so that the bolt locations in the completed foundations will conform accurately to the bolt setting dimensions indicated on the foundation drawings.

2.07 Backer-rod shall be high-grade extruded closed-cell polyethylene foam that is completely compatible with polysulfide and urethane type sealants. Backer-rod shall also be ultraviolet stable, resistant to oils, chemicals, ozone and weathering. The size of the rod shall be 1 inch diameter for 3/4 inch wide joints. To the extent possible only full-length rods shall be used; splices shall be minimized. Acceptable manufacturers are: Sonofoam by Sonneborn Building Products, 7711 Computer Avenue, Minneapolis, MN 55435, (612) 835-3434 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.

2.08 Mastic used to prevent bond at joints indicated on the Drawings shall be Igas joint system by Sika Corporation, Box 297, Lyndurst, NJ 07071, (201) 933-8801 or approved equal. Primer shall be as recommended by the manufacturer.

2.09 Materials for forming joints and load transfer devices for installation in street and roadway pavement slabs shall be in accordance with MDOT Specifications, Section 707.

PART 3 - EXECUTION

3.01 INSPECTION

Examine conditions under which joints are to be installed and notify ENGINEER in writing of unsatisfactory conditions existing. Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to ENGINEER.

3.02 CONSTRUCTION JOINTS

A. Comply with ACI 301, Chapter 6, and as specified below.

B. Locate and install construction joints as shown.

C. Horizontal Joints:

1. Roughen concrete at the interface of construction joints in accordance with instructions of the manufacturer of joint roughener. Immediately before placing fresh concrete, thoroughly clean the existing contact surface using a stiff brush or other tools and a stream of water under pressure. The surface shall be clean and wet, but free from pools of water at the moment the fresh concrete is placed.

2. Remove laitance, waste mortar or other substance which may prevent complete adhesion.

3. Place a 2-inch thick coat of mortar, of similar proportions to the mortar in the concrete, over the contact surface of the old concrete. Place fresh concrete before the mortar has attained its initial set.

D. Vertical Joints:

1. Apply roughener to the form in a thin, even film by brush, spray or roller in accordance with the manufacturer's instructions. After roughener is dry, concrete may be placed.

2. When concrete has been placed and the form removed, wash loosened material off with high pressure water spray to obtain roughened surface subject to approval by ENGINEER.

E. Place two layers of 1/8 inch thick bearing strips on concrete bearing surface prior to placing concrete slab to provide sliding bearing as shown.

3.03 EXPANSION JOINTS

A. Comply with ACI 301, Chapter 6, and as specified below.

B. Locate and install expansion joints as shown. Install cork filler in accordance with manufacturer's instructions.

3.04 BONDING WITH EPOXY ADHESIVE

A. Use adhesive for the following:
   1. Bonding of fresh concrete to concrete cured at least 28 days or to existing concrete.

   2. Bonding of horizontal construction joints where these are required by the Drawings or approved by ENGINEER for foundation mats that are five feet thick or greater.

B. Handle and store epoxy adhesive in compliance with the manufacturers printed instructions, including safety precautions.

C. Mix the epoxy adhesive in complete accordance with the instructions of the manufacturer.

D. Before placing fresh concrete, thoroughly roughen and clean hardened concrete surfaces and coat with epoxy grout not less than 1/16-inch thick. Place fresh concrete while the epoxy material is still tacky, without removing the in-place grout coat, and as directed by the epoxy manufacturer.

3.05 WATERSTOPS

A. Install waterstops for all joints indicated on the Drawings. Waterstops shall be continuous around all corners and intersections so that a continuous, water-tight seal is provided. Splices shall be made by welding in accordance with the manufacturer's recommendations, subject to acceptance of the Engineer. The finished splices shall provide a cross-section that is dense and free of porosity. If rubber waterstops are used, provide factory formed corners, intersection pieces, splicing unions and approved joint cementing compounds.

B. To properly secure waterstops before concrete is poured, drill holes in waterstops just below the bulb and center the waterstop in the joint. Tie to reinforcing steel with 16 gauge black annealed steel tying wire as specified in Section 03200 and secure in place so that the waterstop will be normal to the joint.

C. Where movement at the joint in provided for, the water stops shall be of a type permitting movement without injury.

D. The spacing of the ties shall match the spacing of the reinforcing but need not be spaced less than 12 inches on center. The ties shall be secured to the reinforcing such that the waterstops will remain in the required position during concrete placement.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCING (CIVIL)

PART 1 - GENERAL

1.01 DESCRIPTION

The work required under this Section consists of reinforcement and related items for structural concrete, paving, etc., to complete the work as indicated on the Plans and specified here.

1.02 SPECIFICATION STANDARDS

The following shall become a part of this Section: ACI 315-67 Manual of Standard Practice for Detailing Reinforced Concrete Structures; ACI 318-71 Building Code Requirement for Reinforced Concrete: ACI SP-3 Reinforced Design Concrete Handbook.

1.03 SHOP PLANS

Submit in accordance with General Conditions and General Requirements. CONTRACTOR shall submit Shop Plans for all reinforcing steel. Plans shall show assembly diagrams, splicing and laps or rods, dimensions and details of bar reinforcing and accessories, all in accordance with the manual of Standard Practice for Detailing Reinforced Concrete Structures. Shop Plans must be approved by the ENGINEER before proceeding with fabrication. These Plans shall be checked by the CONTRACTOR and so noted before submission to the ENGINEER. Any errors in dimensions or detailing on Shop Plans or bar lists shall be the responsibility of the CONTRACTOR.

1.04 PRODUCT DELIVERY AND HANDLING

A. Reinforcing shall be substantially free from mill scale, rust, dirt, grease, or other foreign matter.

B. Reinforcement shall be shipped and stored with bars of the same size and shape fastened in bundles with durable tags, marked in a legible manner with waterproof markings showing the same designations as shown on the submitted placing Plans.

C. Reinforcing steel shall be stored off the ground and shall be protected from moisture and kept free from dirt, oil, or other injurious contaminants.

D. Coated reinforcing steel shall be stored on padded wooden or steel cribbing. Coatings damaged by fabrication, handling or installation shall be repaired to conform to the applicable coating specification.

PART 2 - PRODUCTS

A. Materials shall be new, be of domestic manufacture, and shall conform to the following material specifications.

1. Deformed concrete reinforcing bars: ASTM A 615, Grade 60 or ASTM A 615 Grade 60 supplementary requirement S1 deformed bars as required.

2. Concrete reinforcing bars required on the Plans to be welded: ASTM A 706.

3. Spiral reinforcement for columns: ASTM A 82 or ASTM A 615, Grade 60.

4. Welded steel wire fabric: ASTM A 185.

5. Welded deformed steel wire fabric: ASTM A 497.

6. Welded plain bar mats: ASTM A 704, Grade 60.

7. Fabricated deformed steel bar mats: ASTM A 184 and ASTM A 615, Grade 60 deformed bars.

8. Galvanized reinforcing bars: ASTM A 767 and ASTM A 615, Grade 60.

9. Plastic protected bar supports: CRSI Bar Support Specifications, Class 1 - Maximum Protection.

10. Stainless steel protected bar supports: CRSI Bar Support Specifications, Class 2 - Moderate Protection.

11. Precast concrete block bar supports: CRSI Bar Support Specifications, Precast Blocks with Wires.

12. Tie wires for reinforcement: 16-gauge or heavier, black annealed wire.

13. Stirrups: ASTM A615, Grade 40 meeting the bend requirements of A.C.E. 318- 77

14. Ferrous supports and ties for galvanized reinforcing steel shall be zinc coated.

15. Spacers, chairs, ties, and other devices necessary for proper assembling, placing, supporting and fastening the reinforcing in place shall be of the standard type as called for in ACI 315-67. All accessories shall have plastic tips on that portion in contact with the forms. All high chairs used in slabs on grade shall have sheet metal bases no less than 22 gauge in thickness and no less than 6 inches in size.

B. The following alternate materials are allowed:

1. ASTM A 616 (Rail-steel), Grade 60 deformed bars for ASTM A 615 (Billet- steel), Grade 60 deformed bars.

2. ASTM A 617 (Axle-steel) Grade 60 deformed bars for ASTM A 615 (Billet- steel), Grade 60 deformed bars.

3. Selected heats of ASTM A 615, Grade 60 including supplementary requirement S1 deformed bars with a carbon equivalency (C.E.) of 0.55 or less for ASTM A 706.

C. Mechanical reinforcing steel butt splices shall be positive connecting taper threaded type employing a hexagonal coupler. They shall meet all ACI 318-83 Building Code requirements. Bar ends must be taper threaded with coupler manufacturer's bar threader to ensure proper taper and thread engagement. Bars shall be torqued to manufacturer's recommended value.

Approved connectors are Lenton rebar splices as manufactured by Erico Products, Inc. 34600 Solon Road, Solon, Ohio 44139, (216) 248-0100.

1. Unless otherwise noted on the Plans, mechanical tension splices shall be designed to produce a splice strength of not less than one hundred twenty-five percent (125%) of the ASTM specified minimum yield strength of the reinforcing.

2. Compression type mechanical splices shall provide concentric bearing from one bar to the other bar and shall be capable of developing the ultimate strength of the reinforcement in compression.

2.02 FABRICATION OF REINFORCEMENT

A. Fabrication tolerances shall be in accordance with the CRSI, Code of Standard Practice-Fabrication.

B. Bars shall be cold bent.

C. Bars shall be bent around a revolving collar having a diameter of not less than that recommended by the CRSI, Code of Standard Practice-Detailing. Hooks shall conform to the same Code.

D. Bars that are to be butt spliced, placed through limited diameter holes in metal or have a threaded end shall have the applicable end(s) saw-cut.

PART 3 - EXECUTION

3.01 CLEANING

Before placing, clean all reinforcement of all rust, scale, or other coatings which may destroy or reduce bond with concrete. A thin coating of firmly attached rust shall not be cause for rejection.

3.02 INSTALLATION

A. Surface condition, bending, spacing, and tolerances of placement of reinforcement shall conform to the CRSI, Code of Standard Practice-Field Erection.

B. Place reinforcement accurately and securely in position with concrete or metal chairs and spacers, properly wired, and placed in strict accordance with the detail(s) shown on the plans. Longitudinal bars may be supported by pins before placing concrete or they may be placed directly on a layer of concrete struck off at the proper elevation. Use mortar or concrete wedges for footings and concrete walks, mats, pads, etc., as indicated on Structural Plans. Bars shall be tied at all intersections; except where spacing is less than one foot in each direction, alternate intersections shall be tied. Bars shall not be disturbed or moved out of position by the concrete placing and spading operations. No reinforcing bars shall extend across expansion joints in curb and gutter construction.

C. Securely tie and support steel to prevent its displacement prior to and during concrete placement. At each bar splice, provide a wire-tied lap 18" or 30 bar diameters long,

whichever is greater and stagger splices on adjacent bars. At each fabric splice, lap fabric at least one mesh.

D. Distances from the forms shall be maintained by means of stays, blocks, ties, hangers, or other approved supports. Blocks for holding reinforcement from contact with the forms shall be precast mortar blocks of approved shape and dimensions or metal chairs. Layers of bars shall be separated by precast mortar blocks or by other equally suitable devices. The use of pebbles, pieces of broken stone or brick, metal pipe, and wooden blocks will not be permitted. The clear distance between parallel bars shall not be less than the nominal diameter of the bars, 1 1/3 times the maximum size of the coarse aggregate, nor one inch.

E. Steel reinforcement shall be protected at all times from damage. Damaged material will not be approved for use in the work. When placed in the work and immediately prior to placing the concrete, the reinforcement shall be free from dirt, oil, paint, grease, and other foreign substances and shall be free of loose or thick rust or millscale which could impair bond of the steel with the concrete.

F. Minimum Cover Requirements: Except as otherwise indicated on the Plans, the minimum concrete cover of reinforcement shall be as follows:

1. Concrete cast against and permanently exposed to earth – 3 inches

2. Concrete surfaces in contact with soil, water, sewage, sludge or exposed to the weather – 2 inches

3. Concrete surfaces not in contact with soil, water, sewage, sludge or exposed to the weather:

    a. Beams, girders, columns - principal reinforcement, ties, stirrups or spirals - 1½ inches

    b. Walls and bottom steel of slabs – 1 inch

    c. Shells and top steel of slabs - ¾ inch

G. Reinforcement which is to be exposed for a considerable length of time after being placed shall be painted with a heavy coat of neat cement slurry, if required by the Engineer.

H. No reinforcing bars shall be welded either during fabrication or erection unless specifically called for on the Plans, specified herein, or approved in writing by the Engineer. All bars that have been welded, including tack welds, without such approval shall be immediately removed from the work. When welding of reinforcement is approved or called for, it shall conform to the AWS Structural Welding Code-Reinforcing Steel, AWS D1.4.

I. Reinforcement Around Openings: Place an equivalent area of steel to that interrupted by an opening, pipe penetration, electrical conduit group or duct penetration around the opening or penetration. The bars shall have sufficient length to develop bond at each end beyond the opening or penetration.

J. Splicing of Reinforcement

1. Except as otherwise indicated on the Plans, compression embedment and lap splices shall be 30 diameters, but not less than 12 inches. The lap splice length for column vertical bars shall be based on the smaller bar size.

2. Except as otherwise indicated on the Plans, tension lap splices shall be in accordance with the applicable tables in the ACI 315 Detailing Manual. Class B splices shall be used when 50 percent or less of the bars are spliced within the required lap length, otherwise Class C splices shall be used.

3. Except as otherwise indicated on the Plans, splices in circumferential reinforcement in circular walls shall be Class C splices. Adjacent bars shall not be spliced within the required lap length.

4. Splices in reinforcement for tension tie members and hangers shall be welded to develop, in tension, at least 125 percent of the specified yield strength of the bar. Splices in adjacent bars shall be offset the distance of a Class C splice. Splicing of bars in tension tie members and hangers shall be avoided whenever possible.

5. Compression type mechanical connectors may be used for No. 9 or larger reinforcing bars in compression if approved in writing by the Engineer. The splice shall include concentric bearing from one bar to the other bar and shall be capable of developing 125 percent of specified yield strength. Splices in adjacent bars shall be offset at least 30 bar diameters.

6. Splices in welded wire fabric shall be lapped not less than 1½ courses or 12-in. The spliced fabrics shall be tied together with wire ties at least 24-in on center.

K. Accessories

1. The Contractor is solely responsible for determining, providing and installing accessories such as chairs, chair bars, and the like in sufficient quantities and strength to adequately support the reinforcement and prevent its displacement during the erection of the steel and the placement of concrete and to provide spacings of bars with adequate cover as shown on the Drawings or specified herein.

2. Precast concrete blocks with wires shall be used where the reinforcing steel is to be supported over soil.

3. Stainless steel protected bar supports shall be used to firmly hold vertical reinforcement in position.

4. Alternate methods of supporting top steel in slabs, such as steel channels supported on the bottom steel or vertical reinforcing steel fastened to the bottom and top mats, may be used if accepted by the Engineer.

J. Sidewalks

Sidewalks shall be fiber-reinforced using the following rates:

Manufacturer	Rates (lbs./cu. yard of conc.)
Fibermesh	1.5
Grace	1.0
Gilco	1.0

3.03 INSPECTION

In no case shall any reinforcing steel be covered with concrete until the amount and position of the reinforcement has been observed by the Engineer and his permission given to proceed with placement of the concrete. The Engineer shall be given ample prior notice of the availability of set reinforcement for his review.

3.04 TREATMENT

All wood forms in contact with concrete shall be lightly oiled with an approved non-staining non-toxic oil, approved chemical release agent, or shellac prior to placing reinforcement. Oil will not be permitted on reinforcing. Where form oil is used, remove excess oil before pouring concrete.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE (CIVIL)

PART 1 - GENERAL

1.01 SCOPE

The CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to provide cast-in-place concrete for concrete pavements, concrete driveways, and concrete structures as shown and specified. The work includes providing concrete consisting of Portland cement, fine and coarse aggregate, water, and approved admixtures; combined, mixed, transported, placed, finished and cured.

Concrete to be utilized in the construction of building foundations, building floor slabs, or retaining walls is not included within the scope of this specification.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 031100 - Concrete Forming
B. Section 031500 - Concrete Accessories
C. Section 032000 - Concrete Reinforcing

1.03 QUALITY ASSURANCE

A. Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.

1. ACI 301, Specification for Structural Concrete for Buildings, (includes ASTM Standards referred to herein).

2. ACI 38, Building Code Requirements for Reinforced Concrete.

3. ACI 304, Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.

4. ACI 311, Recommended Practice for Concrete Inspection.

5. ACI 211.1, Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete.

6. ACI 214, Recommended Practice for Evaluation of Compression Test Results of Field Concrete.

7. ACI 305, Recommended Practice for Hot Weather Concreting.

8. ACI 306, Recommended Practice for Cold Weather Concreting.

9. ACI 309, Recommended Practice for Consolidation of Concrete.

10. AASHTO M 182, Burlap Cloth Made From Jute or Kenaf.

B. CONTRACTOR shall employ, at his own expense, a testing laboratory experienced in design and testing of concrete materials and mixes to perform material evaluation tests and to design concrete mixes.

1. Testing agency shall meet the requirements of ASTM E 329.

2. Selection of a testing laboratory is subject to the ENGINEER's approval.

3. Submit a written description of the proposed concrete testing laboratory giving qualifications of personnel, laboratory facilities and equipment, and other information which may be requested by the ENGINEER.

4. Materials and installed work may require testing and retesting, as directed by the ENGINEER, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times. Tests not specifically indicated to be done at the OWNER's expense, including the retesting of rejected materials and installed work, shall be done at the CONTRACTOR's expense.

C. Submit written reports to the ENGINEER, for each material sampled and tested, prior to the start of work. Provide the Project identification name and number, date of report, name of CONTRACTOR, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.

1.04 SUBMITTALS

A. Samples: Submit samples of materials as specified and as otherwise may be requested by the ENGINEER, including names, sources and descriptions.

B. Shop Drawings: Submit for approval the following:

1. List of concrete materials and concrete mix designs proposed for use. Include the results of all tests performed to qualify the materials and to establish the mix designs.

2. Copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.

C. Laboratory Test Reports: Submit copies of laboratory test reports for concrete cylinders, materials and mix design tests. ENGINEER's review will be for general information only. Production of concrete to comply with specified requirements is the responsibility of the CONTRACTOR.

D. Submit notarized certification of conformance to referenced standards when requested by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

A. Materials: All materials for concrete placement and related work shall comply with Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition.

B. Properties: The Contractor's concrete supplier shall submit to the Engineer a copy of the concrete mix design.

C. Cement

1. Portland cement shall comply with Section 701 of Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition.

2. Use Portland cement made by a well-known acceptable manufacturer and produced by not more than one plant.

3. Do not use cement which has deteriorated because of improper storage or handling.

B. Aggregates

1. Aggregate shall comply with Section 703 of Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition. For fine aggregate, see Section 703.02. For coarse aggregate, see Section 703.03.

2. Do not use aggregates containing soluble salts or other substances such as iron sulfides, pyrite, marcasite, ocher, or other materials that can cause stains on exposed concrete surfaces.

3. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances.

   a. Dune sand, bank run sand and manufactured sand are not acceptable.

4. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows.

   a. Crushed stone, processed from natural rock or stone.
   b. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.
   c. Coarse Aggregate Size: Size to be ASTM C 33, Nos. 57 or 67.

C. Water: Potable, clean, free from injurious amounts of oils, acids, alkalis, organic materials, or other substances that may be deleterious to concrete or steel.

D. In general, a mixture shall be used which contains the minimum quantity of water consistent with the required workability of water consistent with the required workability and shall be such that:

1. The mortar clings to the coarse aggregate;
2. The concrete is not sufficiently fluid to segregate when transported to the place of deposit;
3. The concrete shall settle into place when deposited in forms and vibrated;
4. The mortar shall show no free water when removed from the mixer; and
5. The upper layer of the set concrete shall show a cement film on the surface but shall be free from laitance.

E. Air-Entrained Concrete

1. Use air-entraining admixture in all concrete, except interior slabs subject to abrasion, Air-entrained concrete shall be produced by addition at the mixer of an approved air- entraining agent.
2. Air-entrained concrete shall contain at least three and not more than six percent air.
3. Tests will be made on fresh representative samples of concrete. All tests will be subject to check test at the request of the CONTRACTOR.
4. The quantity of air-entraining admixture required shall be as recommended by the manufacturer and approved by the ENGINEER. However, no adjustment in compensation will be made when the CONTRACTOR is required to use larger or smaller quantities of the agent in order to produce the specified air content.
5. The CONTRACTOR shall follow an approved procedure and use an approved automatic dispenser for adding the admixture to each batch. He shall maintain an adequate supply of admixture in the supply tank of the dispensing equipment and will be responsible for uniform operation of the equipment at all times during progress of the work.

F. Admixtures and Additives

1. Admixtures may be used with written permission from the ENGINEER or where provided for elsewhere in the contract. Subject to these provisions, admixtures to minimize segregation, to improve workability, to reduce the quantity of mixing water, to retard or accelerate setting time, or to accelerate development of strength may be used at the dose rate approved by the ENGINEER (Reference Section 713.02 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition). Admixtures may not be used to replace cement.
2. Admixtures containing chlorides will not be permitted unless specifically approved by the ENGINEER.

3. Should the CONTRACTOR request and obtain permission to use admixtures for his own benefit, he shall furnish and incorporate them in the concrete mixture at his expense.

4. Admixtures shall be dispensed in liquid form. Dispensers for admixtures shall have sufficient quantity to measure at one time the full quantity required for each batch. All admixture, except superplasticizers, shall be dispersed uniformly into the mixing water. Unless liquid admixtures are mixed with pre-measured water for the batch, adequate provisions shall be made for discharging the admixture or additive uniformly into the flow of mixing water in such a manner as to uniformly disperse them into the water from beginning to end of its flow into the mixer. As a check on the efficiency of the dispersing equipment, the ENGINEER may at his discretion make multiple air-content or other checks of any batch of concrete to determine the

uniformity of dispersion. Equipment for measure shall be designed for convenient confirmation of the accuracy of measurement.

5. When more than on liquid admixture is used, each shall be dispensed by separate equipment and not intermixed unless otherwise permitted in writing by the ENGINEER.

2.02 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes of concrete. Use the same design mix for both classes of concrete. Mixes subject to the following properties:

1. Specified 28-day Compressive Strength: 4,000 psi
2. Maximum Water-Cement Ratio by Weight: 0.45
3. Portland Cement: ASTM C150
4. Aggregate: ASTM C33, 3/4 inch maximum size crushed limestone
5. Water: Potable
6. Slump Limit: 4 inches at point of placement
7. W/C Ratio: 0.45 maximum at point of placement
8. Air Content: 6 percent, +/-1.5

B. Use an independent testing facility acceptable to the ENGINEER for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.

C. Proportion mixes by either laboratory trial batch or field experience methods, using materials to be employed on the Project for concrete required. Comply with ACI 211.1 and report to the ENGINEER the following data.

1. Complete identification of aggregate source of supply.
2. Tests of aggregates for compliance with specified requirements.
3. Scale weight of each aggregate.
4. Absorbed water in each aggregate.
5. Brand, type and composition of cement.
6. Brand, type and amount of each admixture.
7. Amounts of water used in trial mixes.
8. Proportions of each material per cubic yard.
9. Gross weight and yield per cubic yard of trial mixtures.
10. Measured slump.
11. Measured air content.
12. Compressive strength developed at 7 days and 28 days, from not less than 3 test cylinders cast for each 7-day and 28-day test, and for each design mix.

D. Submit written reports to the ENGINEER of proposed mix of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been approved by the ENGINEER.

E. Laboratory Trial Batches: When laboratory trial batches are used to select concrete proportions, prepare test specimens, and conduct strength tests as specified in ACI 301, Chapter 3 - Proportioning, Method 1.

F. Field Experience Method: When field experience methods are used to select

concrete proportions, establish proportions as specified in ACI 301, Chapter 3, Method 2.

G. Water-Cement Ratio Methods: If suitable data from field experience or laboratory trial batches cannot be obtained, concrete proportions may be established as specified in ACI 301, Chapter 3, Method 3.

H. Adjustment to Concrete Mixes: Mix design adjustments may be requested by CONTRACTOR when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to the OWNER and as accepted by ENGINEER. Laboratory test data for revised mix designs and strength results must be submitted to and accepted by ENGINEER before using the revised mixes.

2.03 CONCRETE CURING MATERIALS

A. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 10 ounces per square yard and complying with AASHTO M 182, Class 3.

B. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Waterproof paper.
2. Polyethylene film.
3. White burlap-polyethylene sheet.

C. Curing and Sealing Compound: Federal Spec TT C-800A, 30 percent solids content minimum. A chlorinated rubber or acrylic compound.

1. Product and Manufacturer: Provide one of the following:

a. Super Floor Coat or Super Pliocure by The Euclid Chemical Company.
b. Masterseal by Master Builders Company.

2.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. The use, care, and handling of all materials shall conform to the applicable requirements of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition, Sections 804.02.4 and 804.02.5. Unless otherwise authorized, only fine aggregate or coarse aggregate of one type and from the same source shall be used in the construction of any one unit of a structure.

B. All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard clean surfaces shall be provided for storage. Suitable means shall be taken during hauling, piling and handling to insure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

2.05 CLASSIFICATION OF CONCRETE

A. Class "A" concrete shall be steel reinforced and includes the following:

1. Foundations
2. Walls
3. Slabs

B. Class "B" concrete shall be placed without forms or with simple forms, with little or no reinforcing, and includes the following:

1. Concrete fill
2. Equipment bases
3. Pipe supports
4. Thrust blocks
5. Encasements

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

The subgrade shall be shaped and compacted at proper moisture content so that the top 6 inches of the subgrade shall have a density of not less than 98%, when tested in accordance with AASHTO Method T-99. All soft yielding material which will not compact satisfactorily shall be removed. Loose rocks or pieces of broken concrete shall be buried to a depth of at least 18 inches below the subgrade elevation and all holes and depressions backfilled and compacted in 6- inch layers to the specified density.

3.02 LEVELING COURSE

If the Engineer chooses to use a leveling course on top of the subgrade, the contractor shall construct the subgrade to the grades necessary for the placement of full depth concrete pavement. Leveling materials shall be select backfill materials as specified in Section 312333 or approved equal.

3.03 CONCRETE MIXING

A. Concrete may be produced at batch plants, or it may be produced by the ready-mixed process. Batch plants shall comply with the recommendations of ACI 304, and shall have sufficient capacity to produce concrete of the qualities specified, in quantities required to meet the construction schedule. All plant facilities are subject to testing laboratory inspection and acceptance of the ENGINEER.

B. Maintain equipment in proper operating condition, with drums cleaned before charging each batch. Schedule rates of delivery in order to prevent delay of placing the concrete after mixing or holding dry-mixed materials too long in the mixer before the addition of water and admixtures.

C. Mixing:

1. Unless otherwise authorized, concrete shall be machine mixed.

2. All equipment necessary for construction of the applicable component of a concrete structure shall be available when required, in first class working condition, and approved by the ENGINEER before construction of the component will be permitted to start.

3. As soon as practicable after award of the contract, the CONTRACTOR shall furnish the ENGINEER the exact locations of the sources of the materials he proposes to use and sample shall be submitted as required. A design of the mix will be made and the proportions officially designated. The designated proportions shall be used so long as the materials retain the same physical characteristics, included specific gravity, and so long as they continue to meet the requirements herein specified, subject only to slight changes in the relative quantities of fine and coarse aggregates for the purpose of adjusting for free moisture.

4. Concrete shall be mixed only in the quantity required for immediate use. Concrete which has developed initial set shall not be used. Concrete which has partially hardened shall not be retempered or remixed. Use quantities such that a whole number of bags of cement is required, unless otherwise permitted.

5. Mix concrete with an approved rotating type batch machine, except where hand mixing of very small quantities may be permitted.

6. Remove hardened accumulations of cement and concrete frequently from drum and blades to assure acceptable mixing action.

7. Replace mixer blades when they have lost 10 percent of their original height.

8. When air-entraining or other admixtures are added at the mixer, the CONTRACTOR shall provide separate approved scales for each admixture to be proportioned by weight, and accurate measures for each admixture to be proportioned by volume. The quantities to be introduced will be approved by the ENGINEER.

9. Job Site Mixing is not permitted.

10. The first batch of materials placed in the mixture shall contain an excess of cement, sand, and water sufficient to coat the inside of the drum without reducing the required mortar content of the mix.

11. The entire contents of an individual drum shall be emptied before materials for a succeeding batch are placed therein. Upon cessation of mixing for an extended period, the mixer shall be thoroughly cleaned.

D. Ready-Mix Concrete:

1. Ready-mix concrete shall be understood to mean concrete manufactured for delivery to the site of the work in a plastic state and delivered as herein after specified.

2. Ready-mix concrete shall be of the same design and meet the same requirements set out for concrete mixed at the site.

3. Mixers may either be stationary mixers or truck mixers. Agitators may be either truck mixers or truck agitators.

4. Each mixer and agitator shall be examined daily for changes in condition such as accumulation of concrete or mortar, excessive wear, etc., which may impair its capability. When such condition develops, approval of the unit will be withdrawn until the condition is corrected.

5. Each stationary mixer, truck mixer, and truck agitator shall have attached in a prominent place a metal plate showing the manufacturer's rated capacity and the speeds for mixing and for agitating.

6. The maximum size of the batch, the mixing speed, and the agitating speed shall be those designated by the manufacturer of the equipment.

7. Stationary mixers: Shall be equipped with an approved device for timing each batch and shall have a timing device which will not permit the batch to be discharged until the specified mixing time has elapsed. The mixer shall have a regulator to control the mixing speed. These appliances shall be in proper working condition at all times when the mixer is in operation. Mixer drums shall be watertight, and the blades in the drum shall not be less than 85% of their designed size.

8. Truck mixers and Truck Agitators: Truck mixers and truck agitators, unless otherwise authorized in writing by the ENGINEER, shall be of the revolving drum type and shall be watertight. Truck mixers shall be so constructed that the concrete can be mixed at the prescribed rate to insure a uniform distribution of the material throughout the mass. Truck mixers and truck agitators shall be constructed so that the concrete can be agitated at the prescribed rate until delivered to the work. The mixing blades in the drum shall not be less than 85% of their designed size.

   Except as subsequently provided, the truck mixer shall be equipped with a tank for carrying mixing water. Only the prescribed quantity of water shall be placed in the tank unless the tank is equipped with a device by which the quantity added can be readily verified. The prescribed quantity of water may be measured directly into the batch at the batching plant, in which case a tank will not be required on the truck. Truck mixers and truck agitators shall be equipped with approved automatic revolution counters which record either:

   a. Revolutions of the drums or blades when revolved at the mixing speed recommended by the manufacturer, or

   b. Revolutions of the drums or blades at any speed. In this case, the truck mixers shall remain at the batch plant until the required number of revolutions at mixing speed has been attained.

   The counters shall be designed so as to prevent unauthorized resetting or tampering and located so as to provide safe and convenient inspection.

The capability of a truck mixer or truck agitator to produce or deliver uniformly mixed concrete shall be determined at the commencement of work and repeated as deemed necessary.

9. Non-Agitator Trucks: Bodies of non-agitating hauling equipment shall be smooth, watertight containers and shall be capable of discharging the concrete at a satisfactorily controlled rate without segregation. The unit shall be constructed so as to deliver the concrete to the work in a thoroughly mixed an uniform mass and to discharge the concrete at or near the bottom of the container unless discharge is accomplished by tilting the body, in which case the surface of the load shall be retarded by a suitable baffle. Covers shall be provided when needed for protection.

10. Limits of Mixing and Agitating

    a. Stationary Plants: The mixing time shall be that which will provide a satisfactory homogenous mixture. Unless otherwise specified in writing by the testing ENGINEER, the mixing time shall be not less than 50 seconds at the manufacturer's designated mixing speed. When deemed necessary to insure a satisfactory mix, the ENGINEER may designate in writing a required mixing time. Four seconds shall be added to the specified mixing time if the timing starts the instant the skip reaches its maximum raised position. Mixing time will end when the discharge chute opens. Transfer time in multiple drum mixers will be included in the mixing time. The contents of an individual mixer drum shall be emptied before a succeeding batch is placed therein. Truck Mixers: Each batch shall be mixed for not less than 70 nor more than 100 revolutions at the speed designated by the manufacturer. Additional mixing, if any, shall be at the speed designated by the manufacturer as agitating speed. All materials, including mixing water, shall be in the mixer drum before actuating or documenting the revolution counter for determination of the number of revolutions of mixing. The mixing operation shall begin within 15 minutes after the cement has been added to the aggregate or prior to the truck leaving the batching plant, whichever occurs first.

       When the prescribed water is added at the batching plant and it is found that the slump requirements at the delivery site are not met, the ENGINEER or his representative may authorize controlled small quantities of water to be added to the batch to increase the slump to the specified requirements, provided necessary mixing is performed and all of these operations are performed within 45 minutes after the initial mixing is begun. In such case the ENGINEER may authorize or required for subsequent batches that a minimum of 75% of the mixing water be introduced at the plant and the remaining water be added at the job site to reduce loss by evaporation and that additional mixing be performed to insure thorough incorporation of the added water into the mix. The additional mixing shall be as approved by the ENGINEER.

    b. Partial Mixing at the Central Plant: When a truck mixer is used for transportation, the mixing time at the stationary mixer may be reduced to 30 seconds provided the mixing is completed in the truck mixer. The mixing in the truck mixer shall be 50 to 80 revolutions at mixing speed.

c. Truck Agitators: When a stationary mixer is used for complete mixing and truck agitators are used to transport the fully mixed concrete, the truck agitator shall be operated at the rate of rotation designated by the manufacturer from the time the mixed concrete is deposited into the agitator and until discharge at the site of the work.

d. Time of Hauling and Placing Mixed Concrete: Concrete transported in a truck mixer or truck agitator shall be placed in its final position in the forms within 1 ½ hours after introduction of the mixing water to the cement and aggregate or the cement to the aggregate, whichever occurs first; except that in abnormal weather or under other conditions contributing the quick stiffening or unusually slow stiffening of the concrete, the ENGINEER may make a determination of a lesser or greater time for placement considering all factors affecting initial set of the concrete. When mixed concrete is transported in approved non-agitating trucks, the concrete shall be discharged at the work site within 30 minutes after the introduction of the mixing water to the cement and aggregate. The maximum volume of mixed concrete transported in any transportation device shall not exceed the manufacturer's designated maximum operating capacity for the device.

11. Hand Mixing: When hand-mixing is authorized, it shall be done on a watertight platform and in such a manner as to insure a uniform distribution of the materials throughout the mass. Mixing shall be continued until a homogenous mixture of the required consistency is obtained.

a. Conveying Concrete: Ample and satisfactory equipment or means of conveying concrete from the mixer to the forms shall be provided.

b. Delivery: The plant supplying concrete shall have sufficient capacity and transporting apparatus to ensure continuous delivery at the rate required. The rate of delivery shall be such as to provide for the proper continuity in handling, placing, and furnishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be that which will facilitate placing with minimum rehandling and without damage to the structure or the concrete.

3.02 TRANSPORTING CONCRETE

A. Transport and place concrete not more than 45 minutes after water has been added to the dry ingredients.

B. Take care to avoid spilling and separation of the mixture during transportation.

C. Do not place concrete in which the ingredients have been separated.

D. Do not re-temper partially set concrete.

E. Use suitable and approved equipment for transporting concrete from mixer to forms.

3.03 CONCRETE PLACEMENT

A. General

1. Concrete pavement shall be placed and finished in accordance with Section 501 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Concrete sidewalks shall be constructed in accordance with Section 608 of said specifications, and concrete driveways shall be constructed in accordance with Section 614 of said specifications.

2. Prior to placing concrete, the Contractor shall check all form grades for accuracy with plan grade. The concrete shall be placed on a moist subgrade, deposited to the proper depth, tamped and spaded sufficiently to compact the concrete and to bring the mortar to the surface, after which it shall be finished smooth and even by means of a wood float.

3. Concrete curb and pavement swales shall be constructed true to line, grade and cross section and in uniform sections not to exceed twelve (12) feet in length. The lengths of these sections may be reduced where necessary for closures but no section less than six (6) feet will be permitted.

4. Place concrete continuously so that no concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as specified on the construction plans or elsewhere in the specifications. Deposit concrete as nearly as practical in its final location to avoid segregation due to re-handling or flowing. Do not subject concrete to any procedure which will cause segregation.

5. Prior to placing concrete, all reinforcement shall have been accurately placed in the position shown on the plans and fastened as set out in Section 805, MS Standard Specifications for State Aid Road and Bridge Construction, latest edition. All sawdust, chips, and other construction debris and extraneous matter shall have been removed from the interior of the forms. Temporary struts, braces, and stays holding the forms in correct shape and alignment shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. These temporary members shall be entirely removed from the forms and shall not be buried in the concrete.
6. All concrete shall be placed and finished during daylight hours unless otherwise specifically authorized by the ENGINEER. No concrete shall be placed until the forms and reinforcement have been inspected and approved.

7. Except as provided for truck mixers and truck agitators, concrete shall be placed in the forms within 30 minutes after the time that the cement is first added to the mix.

8. Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.

9. Do not use concrete which becomes non-plastic and unworkable, does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use re-tempered concrete. Remove rejected

concrete from the job site and dispose of it in an approved location.

10. Do not place concrete until all forms, bracing, reinforcement, and embedded items are in final and secure position.

11. Place concrete by methods which will completely fill entire form and encase reinforcing and other embedded items without honeycombing and air pockets. Deposit concrete as near as practicable to its final position, in layers at such a rate that at all times during placing, concrete will be plastic; no pouring planes will occur; and no thin sheets of concrete will adhere and harden on reinforcing and other embedded items before they are embedded in final concrete body. Spade and vibrate concrete so that it will flow together and completely fill all void spaces.

12. Do not cast any large stones, bricks, or pieces of previously hardened concrete into concrete work; place any concrete on frozen ground, mud, topsoil, or other unsuitable materials.

13. Unless otherwise approved, place concrete only when ENGINEER is present.

14. Allow a minimum of 7 days before placing concrete against a slab or wall already in place.

B. Concrete Conveying

1. Handle concrete from the point of delivery and transfer to the concrete conveying equipment and to the locations of final deposit as rapidly as practical by methods which will prevent segregation and loss of concrete mix materials.

2. Provide mechanical equipment for conveying concrete to ensure a continuous flow of concrete at the delivery end. Provide runways for wheeled concrete conveying equipment from the concrete delivery point to the locations of final deposit. Keep interior surfaces of conveying equipment, including chutes, free of hardened concrete, debris, water, snow, ice and other deleterious materials.

3. Concrete shall be placed so as to avoid segregation of materials and displacement of reinforcement. Do not use chutes for distributing concrete unless approved in writing by the ENGINEER.

   a. Provide sketches showing methods by which chutes will be employed where requesting such approval.

   b. Design chutes, if permitted, with proper slopes and supports to permit efficient handling of the concrete. Where steep slopes are required, the chutes shall be equipped with baffles or be in short sections that change the direction of movement.

   c. Open troughs and chutes shall be metal or metal lined. The use of aluminum pipes, chutes or other devices made of aluminum that come into direct contact with the concrete shall not be used.

d. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

e. Do not pump concrete unless permitted by the ENGINEER, and, if permitted, do not use aluminum piping.

C. Placing Concrete Into Forms

1. Deposit concrete in forms in horizontal layers not deeper than 12 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place concrete at such a rate that concrete which is being integrated with fresh concrete is still plastic. When, with the ENGINEER'S approval, less than the complete length of a layer is placed in one operation, it shall be terminated in a vertical bulkhead. Each layer shall be placed and compacted before the preceding layer has taken its initial set and shall be compacted so as to avoid the formation of a construction joint with the preceding layer.

2. To prevent segregation and unnecessary splashing, do not permit concrete to free fall within the form from a distance exceeding 4 feet. Use "elephant trunks" to prevent free fall and excessive splashing on forms and reinforcement. If desired, it may be deposited through sheet metal or other approved pipes to prevent segregation and unnecessary splashing. The pipes shall be made in sections to permit discharging and rising as the placement progresses. A non-jointed pipe may be used if sufficient openings of the proper size are provided to allow for the flow of the concrete into the shaft. As far as practicable, the pipes shall be kept full of concrete during placing, and their ends shall be kept buried in the newly placed concrete.

3. Remove temporary spreaders in forms when concrete placing has reached the elevation of such spreaders.

4. Force concrete under pipes, sleeves, openings and inserts from one side until visible from the other side to prevent voids.

5. Consolidate concrete placed in forms by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with the applicable recommended practices of ACI 309. The vibration shall be internal unless special authorization of other methods is provided by the ENGINEER. Vibration of forms and reinforcing will not be permitted, unless otherwise accepted by the ENGINEER.

6. The CONTRACTOR shall provide sufficient vibrators to properly compact each batch immediately after it is placed in the forms. The vibrators shall be manipulated so as to thoroughly work the concrete around the reinforcement and embedded fixtures and into the corners and angles of the forms.

7. Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted into and withdrawn out of the concrete slowly. The vibration shall be of sufficient duration and intensity

to thoroughly compact the concrete, but shall not be continued to cause segregation. Vibration shall be continued at any one point to the extent that localized areas of grout are formed.

Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration in visibly effective.

8. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate the layer of concrete and at least 6 inches into the preceding layer. Do not insert vibrator into lower layers of concrete that have begun to set. At each insertion, limit the duration of vibration to the time necessary to consolidate the concrete and complete embedment of reinforcement and other embedded items without causing segregation of the mix.

D. Placing Concrete Slabs

1. Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is complete.

2. Consolidate concrete during placing operations using mechanical vibrating equipment, so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

3. Bring slab surfaces to the correct level. Smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.

E. Bonding for Next Concrete Pour: Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of a concrete bonding agent. Clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces in a manner to expose bonded aggregate uniformly and do not leave laitance, loose particles of aggregate, or damaged concrete at the surface. Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:

1. Thoroughly wet the surface but allow no free standing water.

2. For horizontal surfaces place a 2-inch layer of mortar, 1 part sand and 1 part cement with water, over the hardened concrete surface.

3. Place fresh concrete before the mortar has attained its initial set.

F. Quality of Concrete Work:

1. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.

2. All concrete for liquid retaining structures, and all concrete in contact with earth, water, or exposed directly to the elements shall be watertight.

G. Cold Weather Placing:

1. Protect all concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with the requirements of ACI 306 and as herein specified.

2. No Portland cement concrete, mortar, or grout shall be places when the atmospheric temperature is below 35°F without written permission from the ENGINEER. When the CONTRACTOR proposes to place concrete during seasons when there is a probability of temperatures lower than 40°F, he shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure within the ranges and for the minimum periods specified herein.

3. When there are indications of temperatures of less than 40°F during the first four days after placement of concrete, the ENGINEER may not permit placement or he may stipulate conditions under which the concrete maybe placed and protected. Concrete required to be protected from cold temperatures will be required to be maintained between 50°F and 100°F for at least three additional days.

4. When directed by the ENGINEER, the CONTRACTOR shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided. When directed by the ENGINEER, one or more of the aggregates and/or missing water shall be heated to a temperature of at least 70°F but more than 150°F at the time of mixing. The aggregates may be heated by steam or dry heat or by placing in the mixing water which has been heated to a temperature of not more than 175°F provided the resulting temperature of the aggregates and mixing water is at least 70°F and not more than 150°F. Frozen aggregates shall not be placed in the mixing water. The temperature of the concrete shall be at least 60°F and not more than 80°F at the time of placing. In case of extremely cold temperatures, the ENGINEER may raise the minimum temperatures for the water, aggregates, and mixed concrete. When either aggregates of water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set.

5. Do not use frozen materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials. Ascertain that forms, reinforcing steel, and adjacent concrete surfaces are entirely free of frost, snow and ice before placing concrete.

6. Do not use salt and other materials containing antifreeze agents or chemical accelerators, or set-control admixtures, unless approved by the ENGINEER, in mix designs.

7. In the case of concrete placed directly on or in the ground, such as far footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under 501.03.20.3 of the MS Standard Specifications for Road and Bridge Construction, 1990 Edition.

8. The CONTRACTOR shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. Permission given by the ENGINEER to place during such time will in no way relieve the CONTRACTOR of responsibility for satisfactory results. Should it be determined at anytime that the concrete placed under such conditions is unsatisfactory; it shall be removed and replaced with satisfactory concrete by the CONTRACTOR with out extra compensation.

H. Hot Weather Placing:

1. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified. The manufacture, placement, and protection of concrete during hot weather requires special attention to insure that uniform slump ranges and satisfactory placement qualities are maintained, that surface cracking is held to a minimum, and that design strengths are produced.

2. When the atmospheric temperature is 95°F or above, the CONTRACTOR shall use such controls as are deemed by the ENGINEER to be necessary to produce and place concrete in as cool and uniform condition as practicable to safeguard against improper placement characteristics or temporary or permanent damage. The ENGINEER may require any or all, but not limited to, the following precautions depending upon his determination as to the severity of the hot or arid conditions with respect to the work being performed.

   a. Provide or require am adequate sprinkling system and sprinkle coarse aggregate stockpiles as necessary to keep the aggregates in a saturated condition in order to minimize variation of absorption of mixing water and to cool the aggregates by evaporation.

   b. Protect mixing water lines from the sun by adequate covering.

   c. Paint transporting containers with light colored, heat-reflective paints, or cool the surfaces of these containers by water spraying, fogging, or other effective methods.

   d. Provide for proper spacing of trucks delivering fresh concrete to the project site so that the concrete will be places in the work after on the minimum necessary elapsed time.

   e. Fog spray with water the forms and foundations to receive the green concrete in order to reduce absorption and to cool by evaporation.

   f. Fog spray with water or otherwise protect from excessive temperatures reinforcing steel and structural steel against which fresh concrete is to be placed.

   g. Apply water spray to membrane curing surfaces after the curing compound has set in order to maintain lower daytime temperatures in the concrete.

3. In order to minimize the number and extent of precautions required for hot

weather concreting, the CONTRACTOR may use approved chemical admixtures for set retarding purposes. However, the use of set-retarding admixtures will not relieve the CONTRACTOR of the necessity of taking other precautions deemed necessary to protect the green concrete.

4. Unless otherwise specified, additives or admixtures shall be used only with the authority of the Testing ENGINEER and subject to the conditions set forth in such authority.
5. Unless otherwise provided in the contract, the furnishing and use of additives or admixtures and the other precautions necessary to provide satisfactory concrete shall be considered subsidiary to the furnishing and placement of the concrete, and all additional costs related thereto and risks resulting there from shall
be borne by the CONTRACTOR.

3.04 FINISH OF FORMED SURFACES

A. Surface finishes of exposed concrete surfaces shall be classified as follows:

- Class 1 Ordinary Surface Finish
- Class 2 Rubbed or Spray Finish
- Class 3 Tooled Finish
- Class 4 Sand-Blast Finish
- Class 5 Wirebrush or Scrubbed Finish
- Class 6 Floated Surface Finish

B. Class 1, Ordinary Surface Finish

1. Immediately following the removal of forms, all fins and irregular projections shall be removed from all surfaces except from those which are not to be exposed or not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, honeycomb spots, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been kept saturated with water for at least three hours shall be carefully pointed and trued with a with a mortar of cement and fine aggregate mixed in the proportions used in the class of the concrete being finished. Mortar used in pointing shall be not more than one hour old. The mortar patches shall be cured as specified in Section 08100-3.02. All construction and expansion joints shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

2. The resulting surfaces shall be true and uniform. All surfaces which cannot be repaired to the satisfaction of the ENGINEER shall be given a Class 2 Rubbed Finish.

C. Class 2, Rubbed or Spray Finish

1. Rubbed Finish

a. After removal of forms, the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as its condition will permit.

Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for at least three hours. Surfaces shall be rubbed with a medium course Carborundum stone using a small amount of mortar on its face. The mortar shall be composed of cement and sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, projections, and irregularities have been removed, all voids are filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

b. After all concrete above the surface being treated has been cast; the final finish shall be obtained by rubbing with a fine carborundum stone and water. This rubbing shall continue until the entire surface is of a smooth texture and uniform color.

c. After the final rubbing is complete and the surface has dried, it shall be rubbed with burlap to remove loose powder and objectionable marks.

2. Spray Finish

a. Prior to the spray finish, the concrete shall be given a Class 1 finish in accordance with Section 08100-3.05-B, supplemented if necessary with a grout meeting the requirements of 714.11, of the MS Standard Specifications for Road and Bridge Construction, 1990 edition, with fine aggregate modified to require 100 percent passing the No. 16 Sieve.

b. Grout shall be applied with burlap pads or float sponges, and as soon as the grout has dried the surface shall be brushed to remove all loose grout and the surface left smooth and free of air holes. Surfaces to be sprayed shall be free of efflorescence, flaking coatings dirt, oil, and other foreign substances. Prior to application of the spray finish, the surfaces shall be free of mixture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

c. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application. The material shall be applied as recommended by the manufacturer except the rate of application shall not be less than one gallon per 50 square feet of surface area without prior written approval of the ENGINEER.

d. The completed finish shall be tightly bonded to the structure and present a uniform appearance and texture equal to or better than a rubbed finish. If necessary, additional coats shall be sprayed to produce the desired surface texture and uniformity. Upon failure to adhere positively to the structure without chipping or cracking or to attain the desired surface appearance, the coatings shall be completely removed, and the surface given a rubbed finish in accordance with Section 08100-3.05-C, or other approved methods shall be used to obtain the desired surface finish to the satisfaction of the ENGINEER without additional cost to the OWNER.

D. Class 3, 4, and 5 Finishes

If required, specifications for these finishes will be contained in the special provisions.

E. Class 6, Floated Surface Finish

After the concrete has been deposited in place, it shall be consolidated, and the surface shall be struck off by means of a strike board and floated with a wooden or cork float. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than 1/8 inch under a 10-foot straightedge. The surface shall have a granular or matte texture which will not be slick when wet.

F. Required Finishes for Various Surfaces

Unless otherwise specified, floors and slabs, the top surface of sidewalks, the top horizontal surfaces of footings, and top slabs of box bridges, box culverts, or other structures shall be given a Class 6 finish. All formed concrete surfaces shall be given a Class 1 finish, except on surfaces which are completely enclosed, such as the inside surfaces of cells of box girders, the removal of fins and form marks and the rubbing of mortared surfaces to a uniform color will not be required. In reference to finishing, exposed surfaces are surfaces or faces which may be seen after all backfill has been placed. Exposed surfaces requiring Class 2 finish shall be finished at least one foot below the ground line or the low water elevation, whichever is higher.

The Class 2 finish shall be made upon a Class 1 finish. After the removal of forms the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as the condition of the concrete will permit.

3.05 CONCRETE CURING AND PROTECTION

A. General:

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperature and maintain without drying at a relatively constant temperature for the period of time necessary for hydration of the cement and proper hardening of the concrete.

2. Start initial curing after placing and finishing concrete as soon as free moisture has disappeared from the concrete surface. Keep continuously moist for not less than 72 hours.

3. Begin final curing procedures immediately following initial curing and before the concrete has dried. Continue final curing for at least 7 days and in accordance with ACI 301 procedures.

4. All covered sidewalks shall be covered with a water repelling sealing compound.

B. Curing Methods:

1. Conditions governing the placement of concrete and the requirements for the placement, protection and curing of concrete during cold or hot weather shall conform to the limitations, conditions, and requirements stipulated in

804.03.17, of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition, as applicable.

2. Perform curing of concrete by moist curing, or by moisture retaining cover curing, by curing compound, or by combinations thereof, as herein specified. For curing, use water that is free of impurities which could etch or discolor exposed, natural concrete surfaces.

3. Provide moisture curing by any of the following methods:

   a. Keeping the surface of the concrete continuously wet by covering with water.

   b. Continuous water-fog spray.

   c. Covering the concrete surface with the specified absorptive cover, thoroughly saturating the cover with water, and keeping the absorptive cover continuously wet with sprinklers or porous hoses. Place absorptive cover so as to provide coverage of the concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.

3. Provide moisture retaining cover curing by covering the concrete surfaces with the specified moisture-retaining cover for curing concrete, placed in the widest practical width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.

4. Surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of curing compound. During the finishing period the concrete shall be protected by the water method of curing. Concrete surfaces cured by the liquid membrane method shall receive two applications of curing compound. The first application shall be applied immediately after the finishing is completed and accepted. Prior to applying the first application, the concrete shall be thoroughly wetted with water and the liquid membrane applied just as the surface film of water disappears. The second application shall be applied immediately after the first application has set. The rate of application of curing compound will be as prescribed by the ENGINEER with a minimum spreading rate per application of one gallon per 200 square feet of concrete surface. The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive attention and may require additional protection as required by the ENGINEER. All membrane marred or otherwise disturbed shall be given an additional coating. Should the surface coating be subjected repeatedly to injury, the ENGINEER may require that the water curing method be applied at once.

5. When wetted burlap is used as a curing material, it shall not be less than two thicknesses of Class 3 burlap or its equivalent, and the burlap shall be kept continuously and thoroughly wet. Careful attention shall be given to the proper curing and protection of concrete and curing by the wetting methods shall continue for a period of at least seven days after placing the concrete. If

high- early-strength cement is used, this period may be reduced to four days.

6. When using curing compound, the compound should be thoroughly mixed within an hour before use. If the use of curing compound results in a streaked or blotched appearance, the method shall be stopped, and water curing applied until the cause of defective appearance is corrected.

7. Adequate tarpaulins of ample size shall be on the project and used as necessary to protect the work in case of rain or other emergencies.

C. Temperature of Concrete During Curing:

1. When the atmospheric temperature is 40 degrees F and below, maintain the concrete temperature between 50 degrees F and 70 degrees F continuously throughout the curing period. When necessary, make arrangements before concrete placing for heating, covering, insulation or housing as required to maintain the specified temperature and moisture conditions continuously for the concrete curing period. Provide cold weather protection complying with the requirements of ACI 306.

2. When the atmospheric temperature is 80 degrees F and above or during other climatic conditions which will cause too rapid drying of the concrete, make arrangements before the start of concrete placing for the installation of wind breaks or shading, and for fog spraying, wet sprinkling, or moisture retaining covering. Protect the concrete continuously for the concrete curing period. Provide hot weather protection complying with the requirements of ACI 305, unless otherwise specified.

3. Maintain concrete temperature as uniformly as possible and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceed 5 degrees F in any 24 hour period.

D. Protection from Mechanical Injury:

During the curing period, protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water. Protect all finished concrete surfaces from damage by subsequent construction operations.

3.06 CONCRETE REPAIRS

A. Repair exposed-to-view formed concrete surfaces, that contain defects which adversely affect the appearance of the finish. Surface defects that require repair include color and texture irregularities, cracks, voids, spills, air bubbles, honeycomb, rock pockets, and holes left by the rods and bolts; surfaces that are unduly rough, fins and other projections on the surface; and stains and other discolorations that cannot be removed by cleaning.

B. Repair concealed formed concrete surfaces that may contain defects that adversely affect the durability of the concrete. Surface defects that require repair include cracks in excess of 0.01 inch wide, cracks of any width and other surface deficiencies which penetrate to the reinforcement or completely through non-reinforced sections,

honeycomb, rock pockets, holes left by tie rods and bolts, and spills except minor breakage at corner.

C. Repair and patch defective areas with cement mortar immediately after removal of forms and as directed by ENGINEER. Thin patches or plastering will not be acceptable. Force grout in place and finish it flush with and to match adjacent concrete surfaces.

D. Cut out honeycomb, rock pockets, voids over ½-inch diameter, and holes left by tie rods and bolts, down to solid concrete but, in no case, to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Before placing the cement mortar, thoroughly clean, dampen with water, and brush-coat the area to be patched with the specified bonding agent. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, the patching mortar color will match the color of the surrounding concrete. CONTRACTOR shall impart texture to repaired surfaces to match texture of existing adjacent surfaces. Provide test areas at inconspicuous locations to verify mixture, texture and color match before proceeding with the patching. Compact mortar in place and strike off slightly higher than the surrounding surface.

E. Fill holes extending through concrete by means of a plunger-type gun or other suitable device from the least exposed face, using a flush stop held at the exposed face to ensure complete filling.

F. Sandblast exposed-to-view surfaces that require removal of stains, grout accumulations, sealing compounds, and other substances marring the surfaces. Use sand finer than No. 30 and air pressure from 15 to 25 psi.

G. All leaks through concrete, and cracks, holes, or other defective concrete in areas of potential leakage, shall be repaired and made watertight by the CONTRACTOR.

H. All defects in concrete for liquid-retaining structures shall be repaired and made watertight by the CONTRACTOR.

I. All costs associated with repair, removal, and replacement of defective concrete as ordered by the ENGINEER shall be the responsibility of the CONTRACTOR.

3.07 FIELD QUALITY CONTROL

A. The CONTRACTOR will employ a testing laboratory to perform field quality control testing. ENGINEER will observe slump tests and will direct the number of tests and cylinders required. CONTRACTOR shall make standard compression test cylinders and entrained air tests as specified below. CONTRACTOR shall furnish all labor, material and equipment required including cones, rods, molds, air tester, thermometer, curing in a heated storage box, and all other incidentals required. Above will be subject to approval by ENGINEER. CONTRACTOR shall furnish all necessary storage and curing required by the testing.

B. Quality Control Testing During Construction:

1. Sampling and testing for field quality control during the placement of concrete:

   a. Sampling Fresh Concrete: ASTM C 172.

   b. Slump: ASTM C 143; one test for each concrete load at point of discharge; and one for each set of compressive strength test specimens (minimum of one test per day). Maximum slump = 4".

   c. Air Content: ASTM C 231; one test for each set of compressive strength test specimens (minimum of one per day).

   d. Compressive Strength Tests: ASTM C39; one set of compression cylinders (four per set) for each 30 cubic yards or fraction thereof and for each additional 100 cubic yards thereafter, of each mix design placed in any one day; one specimen tested at three days, one specimen tested at seven days, one specimen tested at 28 days, and one backup specimen.

      (1) Adjust mix if test results are unsatisfactory and resubmit for ENGINEER's approval.

      (2) Concrete which does not meet the strength requirements is subject to rejection and removal from the Work, or to other such corrective measures as directed by the ENGINEER, at the expense of the CONTRACTOR.

   e. Compression Test Specimens: ASTM C31; make one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Cast, store and cure specimens as specified in ASTM C31.

   f. Concrete Temperature: Test hourly when air temperature is 40 degrees F and below, and when 80 degrees F and above; and each time a set of compression test specimens is made.

2. The testing laboratory will submit certified copies of test results directly to the OWNER and the ENGINEER within 24 hours after tests are made. Test results must be submitted to the ENGINEER for review prior to approval of any pay request.

C. Evaluation of Quality Control Tests:

1. Do not use concrete delivered to the final point of placement which has slump or total air content outside the specified values.

2. Compressive strength tests for laboratory-cured cylinders will be considered satisfactory if the averages of all sets of three consecutive compressive strength tests results equal or exceed the 28 day design compressive strength of the type or class of concrete; and, no individual strength test falls below the required compressive strength by more than 500 psi.

   a. Where questionable field conditions may exist during placing concrete or immediately thereafter, strength tests of specimens cured under field conditions will be required by the ENGINEER to check the adequacy of

curing and protecting of the concrete placed. Specimens shall be molded at the same time and from the samples as the laboratory cured specimens.

(1) Provide improved means and procedures for protecting concrete when the 28 day compressive strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders.

(2) When laboratory-cured cylinder strengths are appreciably higher than the minimum required compressive strength, field-cured cylinder strengths need not exceed the minimum required compressive strength by more than 500 psi even though the 85 percent criterion is not met.

(3) If individual tests of laboratory-cured specimens produce strengths more than 500 psi below the required minimum compressive strength, or if tests of field-cured cylinders indicate deficiencies in protection and curing, provide additional measures to assure that the load-bearing capacity of the structure is not jeopardized. If the likelihood of low strength concrete is confirmed and computations indicate the load-bearing capacity may have been significantly reduced, tests of cores drilled from the area in question will be required at the CONTRACTOR's expense.

b. If the compressive strength tests fail to meet the minimum requirements specified, the concrete represented by such tests will be considered deficient in strength and subject to replacement, reconstruction or to other action approved by ENGINEER.

D. Testing Concrete Structure for Strength:

1. When there is evidence that the strength of the in-place concrete does not meet specification requirements, CONTRACTOR shall employ at his expense the services of a concrete testing compressive strength determination. Tests shall comply with ASTM C42 and the following:

a. Take at least 3 representative cores from each member or suspect area at locations directed by ENGINEER.

b. Strength of concrete for each series of cores will be considered satisfactory if their average compressive strength is at least 85 percent and no single core is less than 75 percent of the 28 day required compressive strength.

c. Report test results in writing to ENGINEER on the same day that tests are made. Include in test reports the Project identification name and number, date, name of CONTRACTOR, name of concrete testing service, location of test core in the structure, type or class of concrete represented by core sample, nominal maximum size aggregate, design compressive strength, compression breaking strength and type of break (corrected for length-diameter ratio), direction of applied load to core with respect to horizontal plane of the concrete as placed, and the moisture condition of the core at time of testing.

2. Fill core holes solid with patching mortar, and finish to match adjacent concrete surfaces.

3. Conduct static load test and evaluations complying with ACI 318 if the results of the core tests are unsatisfactory, or if core tests are impractical to obtain, as directed by ENGINEER.

END OF SECTION

05 50 00
METAL FABRICATIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this and all sections.

1.02 DESCRIPTION OF WORK:

A. Definition: Metal fabrications include items made from iron and steel shapes, plates, bars, strips, tubes, pipes, and castings which are not a part of structural steel or other metal systems specified elsewhere.

B. Structural Metal Framing, Metal Joists, Cold Formed Metal Framing, and Ornamental Metals are specified elsewhere in Division 5.

1.03 QUALITY ASSURANCE:

A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrications where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

B. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitation. Clearly mark units for reassembly and coordinated installation.

1.04 SUBMITTALS:

A. Shop Drawings: Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Metals:

1. Metal surfaces, General: For Fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

2. Steel Plates, Shapes and Bars: ASTM A36

3. Steel Tubing: Cold formed, ASTM A500; Class A or B.

4. Steel Pipe: ASTM A53; black finish, unless galvanizing is indicated; standard weight (Schedule 40), unless otherwise indicated.

B. Paint:

1. Metal Primer Paint:

a. Red lead mixed pigment, alkyd varnish, linseed oil paint, FS TT- P-86, Type II; or red lead iron oxide, raw linseed oil, alkyd paint, Steel Structures Painting Council (SSPC) Paint 2-64.

b. Primer selected must be compatible with finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified in Division 9.

2. Galvanizing Repair Paint: High zinc dust content paint for re-galvanizing welds in galvanized steel, complying with Military Specifications MIL-P-21035 (Ships).

2.02 FABRICATION, GENERAL:

A. Workmanship: Use materials of size and thickness shown or, if not shown, of required size and thickness to produce strength and durability in finished product. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.

B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise shown. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

C. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners, wherever possible. Use exposed fasteners of type shown or, if not shown, Phillips flat-head (countersunk) screws or bolts.

E. Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

F. Cut, reinforce, drill, and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

G. Galvanizing: Provide a zinc coating for those items shown or specified to be galvanized, as follows:

1. ASTM A 153 for galvanizing iron and steel hardware.

2. ASTM A 123 for galvanizing rolled, pressed and forged steel shapes, plates, bars and strip 1/8" thick and heavier.

3. ASTM A386 for galvanizing assembled steel products.

H. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.

I. Shop Painting:

1. Shop paint miscellaneous metal work, except members or portions of members to be embedded in concrete or masonry, surfaces, and edges to be field welded, and galvanized surfaces, unless otherwise specified.

2. Remove scale, rust, and other deleterious materials before applying shop coat. Clean off heavy rust and loose mill scale in accordance with SSPC SP-2 "Hand Tool Cleaning", or SSPC SP-3 "Power Tool Cleaning", or SSPC SP-7 "Brush-Off Blast Cleaning".

3. Remove oil, grease, and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning".

4. Immediately after surface preparation, brush, or spray on primer in accordance with manufacturer's instructions, and at a rate to provide uniform dry film thickness of not less than 2.0 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges, and exposed surfaces.

5. Apply one shop coat to fabricated metal items, except apply 2 coats of paint to surfaces inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.

2.03 MISCELLANEOUS METAL FABRICATIONS:

A. Rough Hardware:

1. Furnish bent or otherwise custom fabricated bolts plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures.

2. Manufacture or fabricate items of sizes, shapes and dimensions required.

3. Use galvanized steel hardware for galvanized steel members.

B. Loose Steel Lintels:

1. Provide loose structural steel lintels for openings and recesses in masonry walls and partitions as shown. Weld adjoining members together to form a single unit where indicated. Provide not less than 8"bearing at each side of openings, unless otherwise shown. Loose lintels in exterior walls shall be hot dip galvanized after fabrication.

C. Miscellaneous Framing and Supports:

1. Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete work.
2. Fabricate miscellaneous units to sizes, shapes and profiles shown or, if not shown, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise shown, fabricate from structural steel shapes and plates and steel bars, of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware and similar items.

PART 3 - EXECUTION

3.01 PREPARATION:

A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.02 INSTALLATION:

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.

B. Cutting, Fitting and Placement: Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment, and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for item which are to be built into concrete, masonry, or similar construction.

C. Fit exposed connections accurately together to form tight hairline joints.

D. Weld connections which are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint. Do not weld, cut, or abrade the surfaces of exterior units which have been hot dip galvanized after fabrication and are intended for bolted or screwed field connections.

E. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and the methods used in correcting welding work.

3.03 ADJUST AND CLEAN:

A. Touch-up Paint: Immediately after erection, clean ground field welds, bolted connections and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.

B. For Galvanized Surfaces: Clean field welds, bolted connections and abraded areas and apply 2 coats of galvanizing repair paint.

END OF SECTION

06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

A. Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Types of work in this section include rough carpentry for:

1. Wood furring, grounds, nailers and blocking.

2. Plywood Sheathing.

3. Other rough carpentry indicated.

B. Finish carpentry is specified in another section within Division 6.

C. Prefabricated wood trusses are specified in another section within Division 6.

1.03 SUBMITTALS:

A. Wood Treatment Data: For water-borne preservatives, provide certification that moisture content of treated materials was reduced to a maximum of 19% prior to shipment to project site.

1.04 PRODUCT HANDLING:

A. Delivery and Storage - Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and provide air circulation within stacks.

1.05 JOB CONDITIONS:

A. Coordination - Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, and similar supports to allow proper attachment of other work.

PART 2 – PRODUCTS

2.01 WOOD PRODUCT QUALITY STANDARDS:

A. Lumber Standards: Comply with PS 20.

B. Plywood Standard: Comply with PS 1 or APA Performance Standards.

C. Factory mark each piece of lumber with type, grade, mill and grading agency.

1. For exposed lumber apply grade stamps to ends or back of each piece, or omit grade stamps entirely and issue certificate of grade compliance from inspection agency in lieu of grade stamp.

2.02 MATERIALS:

A. Lumber, General:

1. Nominal sizes are indicated, except as shown by detail dimension. Provide actual sizes as required by PS 20, for moisture content specified for each use.

a. Provide seasoned lumber with 19% maximum moisture content at time of dressing and delivery.

B. Framing Lumber: (Use treated lumber for all wood in contact with masonry and concrete and at other locations where noted "treated").

1. Miscellaneous Lumber:

a. Provide wood for support or attachment of other work including roof insulation stops, cants, bucks, nailers, blocking, furring, stripping and similar members. Provide lumber of sizes shown or specified worked into shapes shown.

b. Grade: Standard or No. 2 Southern Pine.

C. Plywood:

1. Construction Panel Standards: Comply with PS 1 “US Product Standard For Construction and Industrial Plywood” for plywood panels and, for products not manufactured under PS 1 provisions, with American Plywood Association (APA) “Performance Standard and Policies for Structural-Use Panels”, Form No. E445.

2. Trademark: Factory-mark each construction panel with APA trademark evidencing compliance with grade requirements.

3. Concealed APA Performance Rated Panels: Where construction panels (plywood) will be used for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable) and thickness.

a. Wall Sheathing: APA Rated Sheathing, Exterior Exposure Classification, 24/16 Span Rating, 1/2” thick or as indicated on drawings.

b. Roof Sheathing: APA Rated Sheathing, Exposure 1, 3/4 inch thick . Or as indicated on the drawings.

D. Miscellaneous Materials:

1. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nail, staples, screws, bolts, nuts, washers and anchoring devices.

a. Where rough carpentry work is exposed to weather, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A153).

b. Use 11 gauge galvanized roofing nails at least 1-1/2" long with 7/16" heads for attaching gypsum sheathing to wood framing.

c. Use S-12 cadmium plated bugle head screws for attaching gypsum sheathing to metal framing.

2.03 WOOD TREATMENT:

A. Preservative Treatment: Where lumber or plywood is indicated as "treated", or is specified herein to be treated, comply with applicable requirements of AWPA Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below. Mark each treated item with AWPB Quality mark Requirements.

B. Pressure-treat above ground items with water-borne preservatives to comply with AWPB LP-2. After treatment, kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19% and 15%. Treat indicated items and the following:

1. Wood cants, nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

2. Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

3. Wood framing less than 18" above grade.

C. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. General Requirements:

1. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

2. Framing lumber and other rough carpentry shall be fitted closely, set accurately to the required lines and levels and shall be secured in place in a rigid and substantial manner.

3. All framing and support members, not indicated or specified, shall be provided as necessary for the proper completion of the work.

4. Spiking, nailing and bolting shall be done in an approved manner; spikes, nails and bolts shall be of the proper size, and care shall be used so as not to split the members. Members shall be drilled accurately for bolting; and for nailing where necessary to avoid splitting. Suitable washers shall be provided under bolt heads, and nuts and bolts shall be drawn up tight.

5. Provide framing to support all edges of covering material (except roof sheathing with long dimension across supports does not require edge support other than aluminum clips unless penetrated).

B. Wood Curbs, Cants, Roof Insulation Stops, Nailers, and Blocking:

1. Provide wherever shown and where required for attachment of other work. Form to shapes as shown or required and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry work. Where possible anchor to formwork before concrete placement.

H. Installation of Plywood:

1. General: Comply with applicable recommendations contained in Form No. E 304 "APA Design/Construction Guide - Residential & Commercial" for types of plywood products and applications indicated.

2. Apply wall sheathing with long dimension parallel to framing and roof sheathing with long dimension (face grain) perpendicular to framing. Apply with side edges 1/4 inch apart and end edges 1/8 inch apart. All edges of wall sheathing and end edges of roof sheathing shall bear on a support. Stagger end joints of roof sheathing. Nail to supports with 6d common nails spaced 6 inches on center along edges and 12 inches on center at intermediate supports.

3. Nail to supports with 6d ring or screw shank nails spaced 6" o.c. along all panel edges and 10" o.c. along all intermediate framing members. Leave fasteners flush with or below surface of plywood.

   a. Fill and thoroughly sand edge joints. Lightly sand any surface roughness, particularly around fasteners.

END OF SECTION

06 20 00
FINISH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and General Provisions for the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

A. Definition: Finish carpentry includes carpentry and millwork which is exposed to view, is non-structural, and which is not specified as part of other sections. Types of finish carpentry work in this section include:

1. Running and standing trim.
2. Architectural Cabinets.
3. Solid Surface Countertops.
4. Plastic Laminate Countertops.
5. Wood Shelving.
6. Other finish woodwork indicated.

B. Rough carpentry is specified in another section within Division 6.

1.03 QUALITY ASSURANCE:

A. Quality standards - except as otherwise shown or specified, comply with specified provisions of the following:

1. Architectural Woodwork Institute (AWI) "Quality Standards".
2. Architectural Woodwork Institute (AWI) "Architectural Casework Details".
3. Architectural Woodwork Institute (AWI) "Guide to Wood Species".

1.04 SUBMITTALS:

A. Shop Drawings - Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components including specifications for all materials and hardware.

B. Color Samples – Contractor to provide Architect with samples indicative of full range or color selections on all products to be used including but not limited to plastic laminates, solid surfacing, etc.

C. Material Samples – Contractor to provide Architect with samples of materials to be used for approval including but not limited to:

1. Samples of Stain Grade Wood products intended for use on the project finished with selected stain to represent the final product. Provide minimum 12” long sample or one of adequate size respective to its intended use.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Protect finish carpentry materials during transit, delivery, storage, and handling to prevent damage, soiling and deterioration.

B. Do not deliver finish carpentry materials until painting, wet work, grinding and similar operations which could damage, soil, or deteriorate woodwork have been completed in installation areas.

1.06 JOB CONDITIONS:

A. Conditioning: Installer shall advise contractor of temperature and humidity requirements for woodwork installation areas. Do not install woodwork until required temperature and relative humidity have been stabilized and will be maintained in installation areas.

B. Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. The fabricator of woodwork shall determine optimum moisture content and required temperature and humidity condition.

PART 2 - PRODUCTS:

2.01 BASIC MATERIALS AND FABRICATION METHODS:

A. General: Except as otherwise indicated, comply with following requirements:

B. Wood Moisture Content: Provide kiln dried (KD) lumber with an average content range of 9% to 13% for exterior work and 6% to 11% for interior work. Maintain temperature and relative humidity during fabrication, storage and finishing operations so that moisture content values for woodwork at time of installation do not exceed the following:

1. Interior Wood Finish: 8% - 13%.

2. Exterior Trim: 9% - 14%

C. Exterior Wood for Opaque Finish:

1. Solid Wood: Honduras Mahogany, or any preservative treated softwood rated "good" or "excellent" for paint finishing in AWI "Guide to Wood Species", and meeting requirements for specified woodwork grade.

2. Exterior Plywood: Exterior Type PS-1 Medium Density Overlay (MDO/EXT-APA). Overlay on all exposed faces.

D. Interior Wood for Transparent Finish (Hardwood):

1. Solid Wood: Oak, Maple, or Birch meeting requirements for specified woodwork grade.

2. Plywood: Rotary Cut Natural Birch Veneer meeting requirements for specified woodwork grade.

E. Interior Wood for Opaque Finish (Softwood):

1. Solid Wood: Yellow-Poplar, or any softwood rated "good" or "excellent" for paint finishing in AWI "Guide to Wood Species", and meeting requirements for specified woodwork grade.

2. Plywood: same as "Exterior Plywood" above.

F. Plastic Laminate: Comply with NEMA LD-3, type, thickness, color, pattern and finish as indicated for each application.

G. Solid Surfacing (as indicated for countertops and other locations shown on drawings):

1. Grade: Premium, 1/2" thickness for surfaces minimum unless otherwise noted and 3/4" thick for trim with profiles as shown.

2. Design: As shown on drawings.

3. Colors and Patterns: Architect may select from manufacturers standard color range. For initial pricing purposing, all solid surfacing shall be equal to Corian or Formica standard solid surface colors.

4. Attachment: Securely attach as recommended by manufacturer including but not limited to use of compatible adhesive, dado connections, biscuit supports, etc.

H. Quartz Top/Backsplash (as indicated for countertops and other locations shown on drawings):

1. See 01 21 00 – Allowances.

I. Thermoset Decorative Overlay: Particleboard complying with ANSI A 208.1, Grade M-2, or medium-density fiberboard complying with ANSI A208.2, Grade MD, with surface of thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.

J. Quality Standards: For following types of architectural woodwork; comply with indicated standards as applicable:

1. Standing and Running Trim: AWI Section 300.

2. Architectural Cabinets (Casework) and Countertops: AWI Section 400, modified to prohibit the use of particleboard.

3. Shelving:

a. Closets - AWI Section 600.

b. Shelving Units - AWI Section 400.

K. Design and Construction Features: Comply with details shown for profile and construction of architectural woodwork; and, where not otherwise shown, comply with applicable Quality Standards, with alternate details as fabricator's option.

L. Pre-Cut Opening: Fabricate architectural woodwork with pre-cut openings, where possible, to receive hardware, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutoffs.

M. Measures: Before proceeding with fabrication of woodwork required to be fitted to other construction, obtain measurements, and verify dimensions and shop drawing details as required for accurate fit.

2.02 INTERIOR ARCHITECTURAL WOODWORK INSTITUTE TYPES:

A. Standing and Running Trim: Grade - Premium; transparent finish for that identified as hardwood; opaque finish elsewhere.

1. Fabricate standing and running trim to dimensions, profiles and details shown. Rout or groove reverse side (backed out) of trim members to be applied to flat surface, except for members with ends exposed in finish work.

B. Architectural Cabinets, Plastic Laminate Clad:

1. Grade: Premium, (no particleboard is to be used- only veneer core plywood. Use exterior type plywood for tops which contain a sink or lavatory). Standard plastic laminate colors and patterns with satin finish. Use plastic laminate types, as follows:

a. Horizontal Surfaces: 0.050" thick, General-Purpose Type (high pressure).

b. External Vertical Surfaces: 0.028" thick, General-Purpose Type (high pressure).

c. Cabinet Lining: 0.020" thick, Cabinet-Liner Type (high pressure).

d. Concealed Panel Backing: 0.020" thick, Backer Type (high pressure).

2. Design: Flush overlay design as per AWI Architectural Casework Details.

C. Architectural Cabinets, Opaque Finish:

1. Grade: Premium Grade (no particleboard is to be used- only veneer core plywood. Use exterior type plywood for tops which contain a sink or lavatory).

2. Design: As indicated. Reveal overlay raised panel style as per AWI Architectural Casework Details.

D. Architectural Cabinet, Transparent Finish:

1. Grade: Premium Grade (no particleboard is to be used- only veneer core plywood. Use exterior type plywood for tops which contain a sink or lavatory).

2. Design: As indicated. Reveal overlay raised panel style as per AWI Architectural Casework Details.

E. Shelving Units (Architectural Cabinet Construction), Opaque Finish:

1. Grade - Custom.

F. Shelving Units (Architectural Cabinet Construction), Transparent Finish:

1. Grade – Premium.

G. Wood Storage Shelving, Opaque Finish:

1. General: These requirements do not apply to shelving units located in occupied spaces.

2. Grade: Custom.

H. Solid Surfacing (as indicated for countertops and other locations shown on drawings):

1. Grade: Premium

2. Design: As shown on drawings.

3. Colors and Patterns: Architect may select from manufacturers standard color range including premium colors.

4. Acceptable Manufacturer's: Corian, Formica or Approved Equal

2.03 FINISH:

A. General - The finish painting of Finish Carpentry is specified in Division 9 sections.

2.04 CABINET HARDWARE AND ACCESSORY MATERIALS:

A. General: Provide cabinet hardware and accessory materials associated with Finish Carpentry, unless otherwise specified.

B. Hardware Standards: Except as otherwise indicated, comply with ANSI A156.9 "American National Standard for Cabinet Hardware".

1. Quality Level: Type 2 (institutional), unless otherwise indicated.

2. Cabinet Door Hardware: Provide hinges and pulls, of types indicated, to accommodate each door size and style.

a. All metal, adjustable, self-closing, concealed hinges (2 per door unless otherwise indicated). European Style 180 degree.

b. One 5/16-inch diameter x 4-inch pull (Stanley 4484, or equal).

3. Cabinet Door Hardware: Provide hinges, catches, and pulls as indicated on the drawings to accommodate each door size and style.

4. Drawer Hardware: Provide slides and pulls, of types indicated, to properly accommodate each drawer size and style.

a. Equip each drawer with side-mounted, full-extension, ball-bearing, nylon roller drawer slides.

b. Equip each drawer with pull to match doors.

5. Locks: Where indicated, provide standard pin-type or disc-type (5 pins or discs) tumbler locks, keyed individually, except as otherwise indicated.

6. Shelf Supports: Where shelving is indicated as "adjustable", provide heavy-duty slotted-type standards and brackets of type needed to properly support shelves with uniform 40-lb. per sq. ft. loading.

7. Exposed Hardware Finish: US26D or US28 or US10B oil rubbed dark bronze, unless otherwise indicated.

2.05 PRESERVATIVE TREATMENT:

A. Material for exterior woodwork shall be preservative treated by not less than a three-minute dip in a 5% solution of Pentachlorophenol with water repellent added in accordance with NWMA IS4-81.

B. Furnish treating material for brush coating ends cut and holes drilled on job.

2.06 ROUGH HARDWARE:

A. Provide all necessary nails, screws, and other hardware to properly secure members in place. Use galvanized nails and other fasteners on exterior. Use finish or casing nails and trim head screws as appropriate where exposed.

PART 3 - EXECUTION

3.01 PREPARATION:

A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.

B. Prior to installation of Finish Carpentry, examine shop fabricated work for completion, and complete work as required, including removal of packing.

3.02 INSTALLATION:

A. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims.

B. Scribe and cut work to fit adjoining work.

C. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, and comply with Quality Standards for joinery.

D. Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Use fine finishing nails at wood substrate and trim head screws at metal substrate for exposed fastening, countersunk and filled flush with woodwork, and matching final finish where transparent finish is indicated.

E. Architectural Cabinets: Install without distortion so that doors and drawers will fit openings properly and be accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessory items as indicated. Attach securely to wall.

F. Countertops and Deal plates: Anchor securely to base units and other support systems as indicated.

G. Wood Storage Shelving: Complete the assembly of units and install in areas indicated, including hardware and accessories as indicated.

3.03 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

A. Repair damaged and defective work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace work. Adjust joinery for uniform appearance.

B. Clean hardware, lubricate and make final adjustments for proper operation.

C. Clean work on exposed and semi-exposed surfaces.

D. Refer to the Division 9 Sections for finishing of installed woodwork.

E. Protection: Installer of Finish Carpentry shall advise Contractor of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION

07 54 00
THERMOPLASTIC MEMBRANE ROOFING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Thermoplastic Polyolefin Single-Ply Roofing Membrane
2. Thermoplastic Polyolefin Flashings
3. Thermoplastic Polyolefin Accessories

B. Related Sections

1. Section 06 10 00 - Rough Carpentry
2. Section 07 62 00 - Sheet Metal Flashing and Trim

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards

1. ASTM D-751 – Standard Test Methods for Coated Fabrics
2. ASTM D-2137 - Standard Test Methods for Rubber Property—Brittleness Point of Flexible Polymers and Coated Fabrics
3. ASTM E-96 - Standard Test Methods for Water Vapor Transmission of Materials
4. ASTM D1204 - Standard Test Method for Linear Dimensional Changes of Non Rigid Thermoplastic Sheeting or Film at Elevated Temperature
5. ASTM D-471 - Standard Test Method for Rubber Property—Effect of Liquids
6. ASTM D-1149 - Standard Test Methods for Rubber Deterioration—Cracking in an Ozone Controlled Environment
7. ASTM C-1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
8. ASTM C-1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers
9. ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres

1.03 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.04 SUBMITTALS

A. Product Data: Provide product data sheets for each type of product indicated in this section.

B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.

C. Samples: Provide samples of insulations, fasteners, membrane materials and accessories for verification of quality.

1.05 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Manufacturer shall provide a roofing system that meets or exceeds all criteria listed in this section.

B. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.

C. Final Inspection Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed, and final punch list completed.

1.06 QUALITY ASSURANCE

A. Upon completion of the installation, an inspection will be conducted to ascertain the roofing system has been installed according to manufacturer's specifications and details.

1.07 PERFORMANCE REQUIREMENTS

A. Provide an installed roofing membrane and base flashing system that does not permit the passage of water, and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.

B. Provide an installed roofing membrane and base flashing system that does not permit the passage of water, and will withstand the design pressures determined in FM Global Loss Prevention Data Sheet 1-28, to meet a 1-60 or greater wind uplift rating as required by location.

C. Manufacturer shall provide all primary roofing materials that are physically and chemically compatible when installed in accordance with manufacturers current application requirements.

1.09 REGULATORY REQUIREMENTS

A. All work shall be performed in a safe, professional manner, conforming to all federal, state and local codes.

1.10 DELIVERY, STORAGE AND HANDLING

A. Deliver all roofing materials to the site in original containers, with factory seals intact.

B. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range. Reference data sheets for product storage requirements.

C. Do not expose materials to moisture in any form before, during or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.

D. Use “breathable” type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each workday. Do not remove any protective tarpaulins until immediately before the material will be installed.

1.11 PROJECT CONDITIONS

A. Weather

1. Proceed with roofing only when existing and forecasted weather conditions permit.
2. Ambient temperatures must be above 45°F (7.2°C) when applying hot asphalt or water-based adhesives.

1.12 JOB CONDITIONS

A. All steel beams, columns, and large pipes that project through the insulation should be vapor-sealed and insulated with a 4-foot high wrap of insulation. The height of insulation at conduits, small pipes, and rods should be four times the regular wall insulation thickness. In both cases, the thickness of insulation on the projection should be half that on the regular wall or ceiling.

1.13 WARRANTY/GUARANTEE

A. Provide manufacturer’s warranty guarantee.

1. Single source coverage and no monetary limitation where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship.

a) Duration: Twenty (20) years from the date of completion.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

A. GAF® - 1 Campus Drive, Parsippany, NJ 07054, or equal

2.02 AIR AND VAPOR RETARDER SYSTEM

A. Proprietary formulated elastomeric styrene-butadiene-styrene (SBS) polymer modified bitumen in combination with a high tack self-adhesive, GAF SA Vapor Retarder by GAF, or equal.

2.03 INSULATION

A. Existing insulation is to remain and be protected throughout the re-roofing process.

2.04 ROOF BOARD

A. Existing roof board is to remain and be protected throughout the re-roofing process.

2.05 ROOF COVER BOARD

A. Existing roof cover board is to remain and be protected throughout the re-roofing process.

2.06 MEMBRANE MATERIALS

A. A smooth type, polyester scrim reinforced thermoplastic polyolefin membrane, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878.

1. EverGuard® Extreme TPO; EverGuard® Extreme TPO Fleece-Back Membrane, or equal.

a) Thickness: 60mil

b) Full Sheet size: 8 x 100, 800 sq. ft.

c) Half sheet size: 5’ x 100’, 500 sq.ft.

d) Color: White - Energy Star Listed, CRRC Listed and Title 24 Compliant.

2.08 FLASHING MATERIALS

A. See 07 62 00 – Sheet Metal Flashing and Trim.

2.09 ADHESIVES, SEALANTS and PRIMERS

A. Solvent-based bonding adhesive for use with smooth TPO membranes, EverGuard® 1121 Bonding Adhesive, by GAF®.

2.10 ACCESSORIES

A. GENERAL FLASHING ACCESSORIES

1. A smooth type, unreinforced thermoplastic polyolefin-based membrane for use as an alternative flashing/reinforcing material for penetrations and corners. Required whenever preformed vent boots cannot be used, available in White, 0.055 inches (55 mils) nominal thickness and sheet size: 24in x 50ft. EverGuard Extreme® TPO Detailing Membrane, by GAF®, or equal.

2. An 8 inch (203 mm) wide smooth type, polyester scrim reinforced thermoplastic polyolefin membrane strip for use as a cover strip over coated metal and stripping-in coated metal flanges and general repairs: 0.045 inches (45 mils) nominal thickness with 100 foot length, available in White, EverGuard Extreme® TPO Flashing Membrane, by GAF®, or equal.

3. 25 mil TPO membrane laminated to galvanized sheet metal for fabrication into metal gravel stop and drip edge profiles, metal base and curb flashings, sealant pans, and scupper sleeves. EverGuard Extreme ® TPO Coated Metal, by GAF®, or equal.

   a) Metal type: 20 gauge Aluminum
   c) Sheet Size: 4’ x 10’
   d) Sheet Color: White

4. Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6” on center or 8” on center. ¾” x 10’ with 0.090” cross section, DRILL-TEC™ Termination Bar, by GAF®, or equal.

B. ROOF EDGE ACCESSORIES

1. Two-part assembly with a continuous cleat and a formed high-quality KYNAR 500® finish cover tested per ANSI/SPRI/FM4435/ES-1. The system shall have all concealed fasteners with no penetration on horizontal roof surface available in 10' lengths, EverGuard® Standard Drip Edge by GAF®, or equal.

C. WALL & CURB ACCESSORIES

1. 045” reinforced TPO membrane with pressure sensitive adhesive, to be installed on horizontal surfaces using plates and fasteners as a base attachment in fully adhered systems. Size 6” x 100’, EverGuard Extreme ® RTA (Roof Transition Anchor) Strip™, by GAF®, or equal.

2. 55 mil TPO membrane and 24 gauge coated metal prefabricated into standard and custom size thru wall scuppers. Available in two sizes: 4" x 6" x 12" (l x w x d) with a 5.75" x 3.75" opening and 8" x 10" x 12" (l x w x d) with a 9.75" x 7.75" opening, EverGuard Extreme ® TPO Scupper, by GAF®, or equal.

3. .045” or .060” thick reinforced TPO membrane fabricated corners. Available in four standard sizes to flash curbs that are 24”, 36”, 48”, and 60” in size. Four corners are required to flash the curb, EverGuard Extreme ® Corner Curb Wraps, by GAF®, or equal.

4. 0.060” thick molded TPO membrane outside corners of base and curb flashing. Hot-air welds directly to EverGuard® TPO membrane. Size 4” x 4” with 6” flange, EverGuard Extreme ® TPO Universal Corners by GAF®, or equal.

5. 0.055” molded TPO membrane inside corners of base and curb flashing. Hot-air welds directly to EverGuard® TPO membrane. Size 6” x 6” x 5.5” high EverGuard Extreme ® TPO Preformed Corners by GAF®, or equal.

6. 8” diameter, nominal .050” vacuum formed unreinforced TPO membrane for use in flashing outside corners of base and curb flashings, EverGuard Extreme® TPO Fluted Corner, by GAF®, or equal.

D. PENETRATION ACCESSORIES

1. 0.075" thick molded TPO membrane sized to accommodate most common pipe and conduits, (1" (25.4 mm) to 6" diameter pipes), including square tube. Hot-air welded directly to EverGuard® TPO membrane, supplied with stainless steel clamping rings, EverGuard Extreme® TPO Preformed Vent Boots by GAF®, or equal.

2. 0.045" or 0.60" thick molded TPO membrane preformed boots are split to accommodate most common pipes and conduits and available in three standard sizes, EverGuard Extreme® TPO Split Pipe Boots, by GAF®, or equal.

3. 0.045" or 0.60" thick molded TPO membrane preformed square boots are split to accommodate most common square penetrations and conduits and available in three standard sizes, EverGuard Extreme® TPO Square Tube Wraps, by GAF®, or equal.

4. .070 thick molded penetration pocket to provide structure and foundation for the application of a pourable sealant for a variety of roof penetrations, weldable and 9" x 6" x 4" (l x w x h). EverGuard Extreme® TPO Pourable Sealer Pocket, by GAF®, or equal.

5. 055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications. EverGuard® TPO Drain by GAF®, or equal.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that the surfaces and site conditions are ready to receive work.

B. Verify that the deck is supported and secured.

C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.

D. Verify that the deck surfaces are dry and free of ice or snow.

E. Verify that all roof openings or penetrations through the roof are solidly set, and that all flashings are tapered.

3.02 SUBSTRATE PREPARATION

A. Recover

1. Suitable roofs for recover shall be free of dust, dirt, debris, and any contaminants that may adversely affect the performance of the new roof. Areas of substantial

deck deflection or membrane imperfections shall be corrected prior to installing any new roofing.

2. For recover installations over single-ply, fluid applied, coal tar and metal roofs, contact Technical Support Services for prior approval and technical requirements.

3. Taking test cuts to verify the existing roof construction and condition. Three test cuts should be made for roofs under 100 squares and one test cut per 100 squares above the minimum amount. It is highly recommended and in certain circumstances, required, that a moisture survey be made to determine the extent of wet insulation and moisture entrapment. Contact Technical Support Services for more information on moisture surveys.

4. Existing substrates and insulation (if applicable) must be dry over the majority of the roof area. Wet or deteriorated areas of insulation and substrate must be removed and replaced with new materials. When adhering insulation or new roofing directly to the existing roof surface, the existing roof system components must be well attached to each other and their substrate.

5. All applicable code requirements must be met for recover over an existing roofing system.

B. Tear-off

1. Remove all existing roofing materials to the roof decking, including flashings, metal edgings, drain leads, pipe boots, and pitch pockets, and clean substrate surfaces of all asphalt and adhesive contaminants.

2. Confirm the quality and condition of the roof decking by visual inspection. Fastener pull-out testing must be conducted by the roof fastener manufacturer.

3. Secure all loose decking. Remove and replace all deteriorated decking.

4. Remove abandoned equipment and equipment supports.

5. Confirm that the height of equipment supports will allow the installation of full-height flashings.

3.03 NAILER INSTALLATION

A. Acceptable Material

1. Solid Blocking: Non-pressure treated wood as required, #2 Grade or better, nominal 1 1 /4" (30 mm) x 4" (102 mm) with a minimum thickness of 3 1 /2" (88 mm).

2. Shim Material: Plywood, 1 /2" (13 mm) x width to match solid blocking.

3. Verify the condition of existing roof nailers and anchor to resist 250 lb. per ft. (550 kg) load applied in any direction. New nailers should meet same load requirements.

B. Metal Blocking

1. 20 Ga. galvanized steel box with pre-punched holes and supplied with corrosion-resistant fasteners.

2. Closure and finish strip required for metal decking.

3. Secure in place using provided #14 x 1½-in. universal fasteners through pre-punched holes to roof edge.

4. Install end cap and top of box section with #14 x 1½-in. universal fasteners.

3.04 INSTALLATION - GENERAL

A. Install GAF®'s EverGuard® TPO roofing system according to all current application requirements in addition to those listed in this section.

C. Start the application of membrane plies at the low point of the roof or at the drains, so that the flow of water is over or parallel to, but never against the laps.

3.05 MEMBRANE APPLICATION

A. GENERAL

1. Substrates must be inspected and accepted by the contractor as suitable to receive and hold roof membrane materials.

2. Place roof membrane so that wrinkles and buckles are not formed. Any wrinkles or buckles must be removed from the sheet prior to permanent securement.

3. Membrane that has been exposed for more than 12 hours or has become contaminated will require additional cleaning methods.

B. FULLY ADHERED

1. All work surfaces should be clean, dry, and free of dirt, dust, debris, oils, loose and/or embedded gravel, un-adhered coatings, deteriorated membrane, and other contaminants that may result in a surface that is not sound or is uneven.

2. Full-width rolls can be installed throughout the field and perimeter of the roof. Half sheets are not necessary.

3. Overlap roof membrane a minimum of 3" (76 mm) for end laps. For fleece-back membrane, butt ends together and cover joint with 8" (203 mm) wide EverGuard Flashing Strip heat-welded, or equal. Membranes are provided with lap lines along the side laps.

4. Best practice is to install membrane so that the side laps run across the roof slope lapped toward drainage points.

5. All exposed sheet corners must be rounded a minimum of 1" (25 mm).

6. Use full-width rolls throughout the field and perimeter of the roof. Half sheets are not necessary.

7. Membrane laps shall be heat-welded together. All welds shall be continuous, without voids or partial welds. Welds shall be free of burns and scorch marks.

8. Weld shall be a minimum of 1" (25.4 mm) in width for automatic machine welding and a minimum 2" in width for hand welding,

9. Roof membrane must be mechanically attached along the base of walls with screws and plates 6" (152 mm) on center.

10. Adhesives should be applied to membrane at the rates listed on the pail.

11. Use appropriate bonding adhesive for substrate surface, applied with a solvent-resistant roller, brush or squeegee

12. Adhere approximately one half of the membrane sheet at a time. One half of the sheet's length shall be folded back in turn to allow for adhesive application. Lay membrane into adhesive once the bonding adhesive is tacky to the touch.

13. Roll membrane with a weighted roller to ensure complete bonding between adhesive and membrane.

14. Prevent seam contamination by keeping the adhesive application a few inches back from the seam area.

3.06 FLASHINGS

A. GENERAL

1. All penetrations must be at least 24" (610 mm) from curbs, walls, and edges to provide adequate space for proper flashing.

2. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site condition.

3. All coated metal and membrane flashing corners shall be reinforced with preformed corners or non-reinforced membrane.

4. Heat-weld all flashing membranes, accessories, and coated metal. A minimum 2" (52 mm) wide hand weld or minimum 1" (25 mm) to 1-1/2" (39 mm) automatic machine weld is required.

B. COATED METAL FLASHINGS

1. Coated metal sections used for roof edging, base flashing and coping shall be butted together with a ¼" (7 mm) gap to allow for expansion and contraction. Heat-weld a 6" (152 mm) wide reinforced membrane flashing strip to both sides of the joint, with approximately 1" (25.4 mm) on either side of the joint left un-welded to allow for expansion and contraction. 2" (52 mm) wide aluminum tape can be installed over the joint as a bond-breaker, to prevent welding in this area.

2. Coated metal used for sealant pans, scupper inserts, corners of roof edging, base flashing and coping shall be overlapped or provided with separate metal pieces to create a continuous flange condition, and pop-riveted securely. Heat-weld a 6" (152 mm) wide reinforced membrane flashing strip over all seams that will not be sealed during subsequent flashing installation.

3. Provide a ½" (13 mm) hem for all exposed metal edges to provide corrosion protection and edge reinforcement for improved durability.

4. Provide a ½" (13 mm) hem for all metal flange edges whenever possible to prevent wearing of the roofing and flashing membranes at the flange edge.

5. Coated metal flashings shall be nailed to treated wood nailers or otherwise mechanically attached to the roof deck, wall or curb substrates, in accordance with construction detail requirements.

C. REINFORCED MEMBRANE FLASHINGS

1. The thickness of the flashing membrane shall be the same as the thickness of the roofing membrane.

2. Membrane flashing may either be installed loose or fully adhered to the substrate surface in accordance with "Construction Detail Requirements".

3. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application. Water-based adhesives are approved for use with smooth TPO membranes for flashings only.

4. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.

5. Please note that solvent-based adhesives must be allowed to dry until tacky to the touch before mating flashing membrane. Water-based adhesive must be allowed to flash off completely.

6. Heat-weld all laps in smooth-reinforced flashing membrane in accordance with heat-welding guidelines. All seams in fleece-back membrane and smooth field sheet must be stripped in with 8" (203 mm) flashing strip.

7. For extended length guarantees, separate counter flashing is required; exposed termination bars are not acceptable

D. UN-REINFORCED MEMBRANE FLASHINGS

1. Un-reinforced membrane is used to field-fabricate penetration or reinforcement flashings in locations where preformed corners and pipe boots cannot be properly installed.

2. Penetration flashings constructed of un-reinforced membrane are typically installed in two sections, a horizontal piece that extends onto the roofing membrane and a vertical piece that extends up the penetration. The two pieces are overlapped and hot-air welded together.

3. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application. Water-based adhesives are approved for use with smooth TPO membranes for flashings only.

4. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.

5. Please note that solvent-based adhesives must be allowed to dry until tacky to the touch before mating flashing membrane. Water-based adhesive must be allowed to flash off completely.

E. ROOF EDGES

1. Roof edge flashings are applicable for gravel stop and drip edge conditions as well as for exterior edges of parapet walls.

2. Flash roof edges with coated metal flanged edging with a minimum 3" (76 mm) wide flange nailed 4" (102 mm) on center to wood nailers, and heat weld 8” (203 mm) membrane strip to metal flanges.

3. When the fascia width exceeds 4” (102 mm), coated metal roof edging must be attached with a continuous cleat to secure the lower fascia edge. The cleat must be secured to the building no less than 12” (305 mm) o.c.

4. Flash roof edge scuppers with a coated metal insert that is mechanically attached to the roof edge and integrated as a part of the metal edging.

5. Alternatively, roof edges may be flashed with a 2-piece snap on fascia system, adhering the roof membrane to a metal cant and face nailing the membrane 8” (152 mm) on center prior to installing a snap-on fascia.

    a) Submit design drawings for review and approval to Architect or Specifier before fabrication.

    b) Installing contractor shall check as-built conditions and verify the manufacturer’s roof edging details for accuracy to fit the wall assembly prior to fabrication. The installer shall comply with the roof edging manufacturer’s installation guide when setting edging.

F. PARAPET AND BUILDING WALLS

1. Flash walls with EverGuard® TPO, or equal membrane adhered to the substrate with bonding adhesive, loose applied or with coated metal flashing nailed 4” (102 mm) on center to pressure-treated wood nailers.

2. Maximum flashing height without intermediate fastening is 24" (610 mm) for loose-applied flashing and 54" (1.4 m) for adhered flashing.

3. Secure membrane flashing at the top edge with a termination bar. EverGuard® Water Block, or equal shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 6” (152 mm) on center for guarantees less than 20 years and 12” (305 mm) on center for guarantees greater than 20 years or that are counter-flashed.

4. Exposed termination bars must be sealed with Flexseal™ Caulk Grade Sealant, or equal.

5. Roof membrane must be mechanically attached along the base of walls with screws and plates 12” (305 mm) on center.

6. Metal cap flashings must have continuous cleats or be face fastened 12" (305 mm) o.c. on both the inside and outside of the walls.

7. Flash wall scuppers with a coated metal insert that is mechanically attached to the wall and integrated as part of the wall flashing.

8. Roof Transition Anchor (R.T.A.) Strip may be installed as the alternate method of base attachment detail

G. CURBS AND DUCTS

1. Flash curbs and ducts with EverGuard® TPO, or equal membrane adhered to the curb substrate with bonding adhesive, loose applied or with coated metal flashing nailed 4” on center to pressure-treated wood nailers.

2. Maximum flashing height without intermediate fastening is 24" (610 mm) for loose-applied flashing and 54" (1.4 m) for adhered flashing.

3. Secure membrane flashing at the top edge with a termination bar. EverGuard® Water Block, or equal shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 6” (152 mm) on center for guarantees less than 20 years and 12” (305 mm) on center for guarantees greater than 20 years or that are counter-flashed.

4. Exposed termination bars must be sealed with Flexseal™ Caulk Grade Sealant, or equal.

5. Roof membrane must be mechanically attached along the base of walls with screws and plates 12″ (305 mm) on center.

6. Metal counterflashing may be optional with fully adhered flashings depending on guarantee requirements. Exposed termination bars must be sealed with Flexseal™ Roofing Cement, or equal.

7. All coated metal curb flashings and loose applied membrane flashings must be provided with separate metal counterflashings, or metal copings.

H. ROOF DRAINS

1. Roof drains must be fitted with compression type clamping rings and strainer baskets. Original-type cast iron and aluminum drains, as well as retrofit-type cast iron, aluminum or molded plastic drains are acceptable.

2. Roof drains must be provided with a minimum 36″ x 36″ (914 mm x 914 mm) sump if applicable. Slope of tapered insulation within the sump shall not exceed 4″ in 12″.

3. Extend the roofing membrane over the drain opening. Locate the drain and cut a hole in the roofing membrane directly over the drain opening. Provide a ½″ (13 mm) of membrane flap extending past the drain flange into the drain opening. Punch holes through the roofing membrane at drain bolt locations.

4. For cast iron and aluminum drains, the roofing membrane must be set in a full bed of FlexSeal™ Caulk Grade Sealant, or equal on the drain flange prior to securement with the compression clamping ring. Typical application is one 10.5-ounce cartridge of FlexSeal™ Caulk Grade Sealant, or equal per drain.

5. Lap seams shall not be located within the sump area. Where lap seams will be located within the sump area, a separate smooth membrane drain flashing a minimum of 12″ (305 mm) larger than the sump area must be installed. The membrane flashing must be heat-welded to the roof membrane. Alternately, if the seam does not run under the clamping ring, it can be covered with a 6" (152 mm) wide reinforced-membrane strip heat-welded to the membrane.

6. Tighten the drain compression ring in place.

I. EXPANSION JOINTS

1. Any prefabricated expansion joint metal nailing strips must be fastened to wood nailers, curbs or secured to walls with appropriate nails.

2. Roof membrane must be mechanically attached along the base of raised curb-expansion joints with screws and plates a minimum of 12" (305 mm) o.c. The expansion joint cover bellows shall be at least 2 times the expansion joint opening.

3. Metal nailing strip must be set in FlexSeal™ Caulk Grade Sealant, or equal and secured with fasteners and neoprene washers fastened 6" (152 mm) o.c.

J. SCUPPERS

1. Coated-metal roof-edge scuppers must be provided with a min. 4" (102 mm) wide flange nailed to wood nailers, with hemmed edges and secured with continuous clips in accordance with the gravel stop assembly.

2. Coated-metal wall scuppers must be provided with 4" (102 mm) wide flanges, with additional corner pieces pop-riveted to the flanges to create a continuous flange. All flange corners must be rounded.

3. Install wall scuppers over the roof and flashing membrane and secure to the roof deck/wall with fasteners 6" (152 mm) o.c., a minimum of 2 fasteners per side.

4. All corners must be reinforced with EverGuard® PVC or EverGuard® TPO Universal Corners or field fabricated from EverGuard® non-reinforced materials, or equal product.

5. Strip-in scupper with flashing membrane target sheet.

6. Alternately, a wall scupper box may be field-flashed using non-reinforced flashing membrane heat-welded to membrane on the wall face and roof deck. Fully adhere to the scupper box and terminate on the outside wall face with a termination bar and sealant.

7. EverGuard® TPO, or equal has prefabricated scuppers in standard and custom sizes available.

K. WOOD SUPPORT BLOCKING

1. Wood support blocking, typically 4" x 4" (102 mm x 102 mm), is usually installed under light-duty or temporary roof-mounted equipment, such as electrical conduit, gas lines, condensation and drain lines.

2. Install wood support blocking over a protective layer of EverGuard® TPO, or equal walkway rolls or PVC walkway pads. Place wood blocking on oversized slip sheet, fold two sides vertically, and fasten with roofing nails into the blocking.

3.07 TRAFFIC PROTECTION

A. Install walkway pads at all roof access locations and other designated locations including roof-mounted equipment work locations and areas of repeated rooftop traffic.

B. Walkway rolls or pads must be spaced 6" (152 mm) apart to allow for drainage between the pads.

C. Heat-weld walkway rolls or pads to the roof membrane surface continuously around the perimeter of the pad/roll.

3.08 ROOF PROTECTION

A. Protect all partially and fully completed roofing work from other trades until completion.

B. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.

C. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.

D. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.

3.05 CLEAN-UP

A. All work areas are to be kept clean, clear and free of debris at all times.

B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.

C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.

D. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.

E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.

F. Clean and restore all damaged surfaces to their original condition.

3.06 MAINTENANCE

A. Submit copies of the roof inspection form, accompanying photographs (a minimum of 6 photos showing the condition of the roof and critical details), and a record of all roofing system maintenance to the Technical Support Services Department within sixty (60) days of the anniversary date of the completion of the roofing system. Annual roof inspections must be started within the first two (2) years of the guaranteed term.

END OF SECTION

07 61 00
SHEET METAL ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.

2. Accessories: Include details of the flashing, trim, and anchorage systems.

C. Calculations:

1. Include calculations with registered engineer seal, verifying roof panel and attachment method resist wind pressures imposed on it pursuant to applicable building codes.

D. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

E. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of

water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Remove strippable protective covering on metal panels as panels are being installed. Do not leave the film on installed panels.

1.4 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.5 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: UL 90.

2.2 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.

B. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels formed with vertical ribs at panel edges and a flat pan between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels together.

1. Basis-of-Design Product: Subject to compliance with requirements, provide MBCI Curved BattenLok or comparable product by one of the following:

   a. CENTRIA Architectural Systems.
   b. Firestone Metal Products, LLC.
   c. Berridge Manufacturing Co.

2. Aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M

a. Nominal Thickness: 0.024 inch
b. Exterior Finish: Two-coat fluoropolymer.
c. Painted materials shall have a removable plastic film to protect the paint during roll forming, shipping, and handling. Strippable (protective) film must be removed prior to panel installation.
d. Color: As selected by Architect from Camp Shelby standard colors

3. Clips: Continuous Zee-rib to accommodate thermal movement.

a. Material: 0.024-inch nominal thickness, aluminum-zinc alloy-coated steel sheet.

4. Joint Type: Mechanically Seamed.

5. Panel Coverage: 16 inches.

6. Panel Height: 2.0 inches.

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

B.

1. Thermal Stability: Stable after testing at 240 deg F ; ASTM D 1970.

2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.

3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Grace Ultra
b. Mid-States Asphalt Quick Stick HT Pro
c. Polyglass Polystick MTS
d. Soprema Lastobond Shield HT
e. Tamko TW Underlayment or TW Metal & Tile Underlayment

2.4 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: hot-dip galvanized coating designation or ASTM A 792/A 792M.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fascia, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.

2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

3. Closure Strips: Closed-cell, expanded; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2400-mm-) long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches (914 mm) o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match roof fascia and rake trim.

E. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- (3-m-) long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.

F. Roof Curbs: Fabricated from same material as roof panels, 0.048-inch nominal thickness; with bottom of skirt profiled to match roof panel profiles and with welded top box and integral full-length cricket. Fabricate curb subframing of 0.060-inch- (1.52-mm-) nominal thickness, angle-, C-, or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads of size and height indicated. Finish roof curbs to match metal roof panels.

1. Insulate roof curb with 1-inch- (25-mm-) thick, rigid insulation.

G. Panel Fasteners: Zinc-coated steel, corrosion resisting steel, zinc cast head, or nylon capped steel, type and size as approved for the applicable loading requirements. Exposed fasteners, where approved by architect, shall be gasketed or have gasketed washers on the exterior side of the covering to waterproof the penetration.

H. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.

1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.

3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements

demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using factory set, non-adjustable portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.

C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

2. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.

3. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.6 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Steel Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of 0.75± 0.05 mil over 0.2± 0.05 mil primer coat, to provide a total dry film thickness of 0.95± 0.10 mil (0.024 mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.35 mil (0.009 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.

1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.

a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated on Drawings, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 8 inches (203 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 36 inches (914.4 mm). Extend underlayment into gutter trough. Roll laps with roller. Cover underlayment within 14 days.

1. Apply over the entire roof surface.

B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.4 METAL PANEL INSTALLATION

A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.

2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.

3. Install screw fasteners in predrilled holes.

4. Locate and space fastenings in uniform vertical and horizontal alignment.

5. Install flashing and trim as metal panel work proceeds.

6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.

7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.

8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.

2. Aluminum Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use stainless-steel fasteners for surfaces exposed to the interior.

C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions.

D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.

1. Install clips to supports with self-tapping fasteners.

2. Install pressure plates (if required) at locations indicated in manufacturer's written installation instructions.

3. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied vinyl weather seal are completely engaged.

F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.

Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.

G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.

2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

H. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

I. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely 1-inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.

1. Provide elbows at base of downspouts to direct water away from building.

2. Connect downspouts to underground drainage system indicated.

J. Roof Curbs: Install flashing around bases where they meet metal roof panels.

K. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare test and inspection reports.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL:

1.01 RELATED DOCUMENTS:

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

A. The extent of each type of flashing and sheet metal work is indicated on the drawings and by provisions of this section.

B. The types of work specified in this section include the following:

1. Miscellaneous sheet metal accessories.

2. Other sheet metal work indicated.

C. Some Roofing Accessories are specified in roofing system sections as roofing work.

1.03 SUBMITTALS:

A. Product Safety Data Sheets listing any material content subject to EPA regulations or listed by them as carcinogenic or toxic.

1.04 JOB CONDITIONS:

A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

PART 2 - PRODUCTS

2.01 FLASHING AND SHEET METAL MATERIALS:

(All metal flashing installed for TPO roof is to be included in the roof warranty)

A. Sheet Metal Fascia and Flashing:

1. Specified in Section 07 54 00 - Thermoplastic Membrane Roofing.

B. Miscellaneous Materials and Accessories:

1. Solder: For use with steel or copper, provide 50-50 tin/lead solder (ASTM B32), with rosin flux.

2. Fasteners: Same metal as flashing/sheet metal or, other noncorrosive metal as recommended by sheet manufacturer.

3. Bituminous Coating: FS TT-C-494 or SSPC-Paint 12, solvent type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.

4. Mastic Sealant: Silicone sealant which will adhere to aluminum without primer, such as Dow Corning 799 Silicone Glass and Metal Building Sealant.

5. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.

6. Roofing Cement: ASTM D2822, asphaltic.

C. Roof Drain Flashing: 4 lb. sheet lead – 2.5 ft. x 2.5 ft.

D. Vent Flashing: 2.5 lb. lead. Size as required for existing plumbing vents.

E. Copper Through Wall Scuppers: Locations as indicated on Drawings. Fabricate scuppers of dimensions required with closure flange trim to exterior, 4 inches (100 mm) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Dimensions and profile must match existing exactly. Finish to be natural weathering mill finished copper (ASTM B 370; minimum temper H00 (cold-rolled) except where temper 060 is required for forming).

F. Copper Collection Boxes: Locations as indicated on Drawings. Dimensions and profile must match existing exactly. Finish to be natural weathering mill finished copper (ASTM B 370; minimum temper H00 (cold-rolled) except where temper 060 is required for forming).

G. Copper Downspouts: Locations as indicated on Drawings. Dimensions and profile must match existing exactly. Finish to be natural weathering mill finished copper (ASTM B 370; minimum temper H00 (cold-rolled) except where temper 060 is required for forming).

2.02 FABRICATED UNITS:

A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements and recommendations of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer's instructions and recommendations. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.

B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, trim edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer and rivet.

C. Expansion Provisions: Where moveable, non-expansion type joints are required for proper performance of work, form metal to provide for proper installation of elastomeric sealant in compliance with industry standards.

D. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating

or other permanent separation as recommended by manufacturer/fabricator.

E. Flashing: Form to size and shape shown with exposed edges hemmed. Make counter flashing 2-piece type consisting of in-wall receiver and removable cap flashing insert. Cap flashing insert shall be secured with thumb nail notches or by other approved method which permits replacement without damage to receiver.

PART 3 - EXECUTION

3.01 INSTALLATION REQUIREMENTS:

A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

B. Underlayment: Where aluminum is to be installed directly on wood substrates, install a course of paper slip sheet and a course of polyethylene underlayment.

C. Flanges: Bed in thick coat of bituminous roofing cement where required for waterproof performance. Nail to wood substrates at maximum spacing of 4".

D. Roof Edge Flashing: Set under felt underlayment at eaves and on top of felt at rakes. Nail securely to deck.

E. Metal Fascia:

1. Set and fasten flanges as previously specified.
2. Set sections with end joints spaced to allow for expansion and cap with cover bedded in mastic.

F. Prime flanges at membrane roofing with bituminous paint before installation of stripping.

3.02 CLEANING AND PROTECTION:

A. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or adversely affect application of paint finish.

B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION

07 92 00
JOINT SEALANTS

PART 1 GENERAL:

1.01 RELATED DOCUMENTS:

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this and all sections.

1.02 DESCRIPTION OF WORK:

A. The extent of each form and type of joint sealer is indicated on drawings and by provisions of this section.

B. The applications for joint sealers as work of this section include the following:

1. Locations indicated or required to properly seal buildings.

1.03 JOB CONDITIONS:

A. Weather Conditions - Do not proceed with installation of liquid sealants under unfavorable weather conditions. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.

1.04 SUBMITTALS:

A. Product Literature: Submit product data sheets and the manufacturer's installation instructions. If two or more different sealants are to be in physical contact with each other, obtain from each manufacturer confirmation that its product is compatible with the proposed and adjacent products, including any other products which may be used by other sub-contractors. Include primer literature with the submittal document unless the manufacturer's sealant submittal specifically eliminates the need for a primer. If a stain type primer is required for the sealant selected, such information shall be specifically included on submittal documents calling attention to the need for such staining type primer and noting the planned precautions to prevent exposed stain residue.

1. Include Safety Data Sheets as specified in Section 01300, for sealants.

B. Color Samples: Submit manufacturer's standard color chart. Upon request, submit cured samples of each chosen color for verification of actual color to be installed.

1.05 PRODUCT DELIVERY AND STORAGE:

A. Deliver in manufacturer's original unopened container, clearly identifying each product specified, relating it to the product literature submitted.

B. Store in accordance with manufacturer's recommendation, with proper precautions concerning shelf life, temperature, humidity, and similar storage factors to ensure the fitness of the material when installed.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. General Sealer Performance Requirements: Provide colors indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors. Select materials for compatibility with joint surfaces and other indicated exposures, and except as otherwise indicated, select modulus of elasticity and hardness or grade recommended by manufacturer for each application indicated. Where exposed to foot traffic, select marketing materials of sufficient strength and hardness to withstand stiletto heel traffic without damage or deterioration of sealer system.

B. Elastomeric Sealants:

1. Silicone Rubber Sealant: Silicone rubber-based, low modulus, 1-part elastomeric sealant, complying with FS TT-S-001543, Class A; recommended by manufacturer for exterior joints. Dow Corning 790 Building Sealant, or equal. Use for vertical joints in other exterior locations and in non-fire rated and non-smoke barrier interior partitions where sealant is called for.

C. Non-Elastomeric Sealants (Caulking): One component acrylic latex caulking, minimum 75% recovery per ASTM C-736. Comply with ASTM C-834. Use for interior vertical joints unless sealant is called for.

D. Miscellaneous Materials:

1. Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.

2. Sealant Backer Rod: Compressible rod stock of open or closed cell polyethylene or polyurethane as recommended by sealant manufacturer for compatibility with sealant.

3. Bond Breaker Tape: An acceptable polyethylene or similar type bond breaker tape used to prevent three sided adhesion in locations where backer rod cannot be used.

PART 3 - EXECUTION :

3.01 MANUFACTURER'S INSTRUCTIONS:

A. Comply with manufacturer's printed instructions, except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

3.02 INSPECTION:

A. Inspect substrate surface to assure that no bond breaker materials contaminate the surface to which the sealant is to adhere and to ensure that unsound substrates are repaired. Installation of sealant shall be evidence of acceptance of the substrate.

B. Verify joint dimensions prior to installation of the sealant to ensure that all dimensions are within tolerance established in the manufacturer's literature. Unacceptable variations shall be called to the Architects attention for resolution prior to installing any material.

3.03 JOINT PREPARATION:

A. Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, insecure coatings, moisture, and other substances which could interfere with bond of sealant or caulking compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer.

B. Prime or seal joint surfaces where indicated, and where not indicated if recommended by sealant manufacturer, prior to installation of any backer rod or bond breaker tape. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.

3.04 INSTALLATION:

A. Set joint filler units full depth of joint or position in joint to coordinate with other work, including installation of backer rods and sealants. Do not leave voids or gaps between ends of joint filler units.

B. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for application indicated in which case a bond breaker tape shall be used to prevent 3 sided adhesion. Apply backer rod using blunt or rounded tools which will ensure a uniform depth without puncturing the material. Use a rod oversized a minimum of 33% for closed cell and 50% for open cell, unless otherwise required by the manufacturer.

C. Employ only proven installation techniques, which will ensure that sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces, with a smooth, even finish.

D. Install sealant to depths as shown or, if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at center (thin) section of bead.

1. For horizontal joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth of 3/8 inch.

2. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.

3. For joints sealed with non-elastomeric sealants, fill joints to a depth in range of 75% to 125% of joint width.

E. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces or to migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

3.05 CURE AND PROTECTION:

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength, and surface durability.

END OF SECTION

08 01 52
WOOD WINDOW/DOOR REPAIRS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes wood window/door repairs as follows:

1. Repairing wood windows/doors and trim.
2. Replacing wood window sash units.

B. Related Requirements:

1. Section 02 41 19 "Selective Demolition" for specific requirements relating to selectively demolishing construction, including window/door and trim removal.

1.03 DEFINITIONS

A. Design Reference Sample: A sample that represents the Architect's pre-bid selection of work to be matched; it may be existing work or work specially produced for the Project.

B. Glazing: Includes glass, glazing points, glazing tapes, glazing sealants, and glazing compounds.

C. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

D. Window/door: Includes window/door frame, sash, hardware, storm window, and exterior and interior shutters unless otherwise indicated by context.

E. Wood Window/Door Component Terminology: Wood window/door components for repair work include the following classifications:

1. Frame Components: Head, jambs, and sill.
2. Sash Components: Stiles and rails, parting bead, stop, and muntins.
3. Exterior Trim: Exterior casing, brick mold, and cornice or drip cap.
4. Interior Trim: Casing, stool, and apron.

1.04 SEQUENCING AND SCHEDULING

A. Perform window/door repairs in the following sequence, which includes work specified in this and other Sections:

1. Label each window/door frame with permanent opening-identification number in inconspicuous location.

2. Tag existing window sash, storm windows, and shutters with opening-identification numbers and remove for on-site or off-site repair. Indicate on tags the locations on window/door of each component, such as "top sash," "bottom sash," "left shutter," and "right shutter."

3. Remove window/door, dismantle hardware, and tag hardware with opening-identification numbers.

4. Install temporary protection and security at window/door openings.

5. In the shop, label each sash, storm window, and shutter unit with permanent opening identification number in inconspicuous location and remove site-applied tags.

6. Sort units by condition, separating those that need extensive repair.

7. Clean surfaces.

8. General Wood-Repair Sequence:

    a. The full removal of paint to bare wood will cause unnecessary damage to the substrate and is not acceptable. Failing paint may be removed to the next stable layer and lightly sanded. Hand scrapers and sanders shall be used to remove failing paint and prepare the surface for paint application. The use of electric sanders or wire brushes is not permitted.
    b. Repair wood by consolidation, member replacement, partial member replacement, and patching.
    c. Sand, prime, fill, sand again, and prime surfaces again for refinishing.

9. Repair, refinish, and replace hardware if required. Reinstall operating hardware.

10. Install glazing.

11. Remove temporary protection and security at window/door openings.

12. Reinstall units.

13. Apply finish coats.

14. Install remaining hardware and weather stripping.

1.05 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for product application and use.

2. Include test data substantiating that products comply with requirements.

B. Shop Drawings:

1. Include plans, elevations, and sections showing locations and extent of repair and replacement work, with enlarged details of replacement parts indicating materials, profiles, joinery, reinforcing, method of splicing into or attaching to existing wood window/door, accessory items, and finishes.

    2. Include field-verified dimensions and provisions for sealant joints and flashing as required for location.

C. Samples for Initial Selection: For each type of exposed wood and finish.

    1. Identify wood species, cut, and other features.

    2. Include Samples of hardware and accessories involving color selection.

D. Samples for Verification: For the following products in manufacturer's standard sizes unless otherwise indicated, finished as required for use in the Work:

    1. Replacement Members: 12 inches (300 mm) long for each replacement member, including parts offrame, sash, exterior trim, and interior trim.

    2. Weather Stripping: 12-inch- (300-mm-) long sections.

1.06 QUALITY ASSURANCE

A. Wood-Window/Door-Repair Specialist Qualifications: A qualified wood window specialist, experienced in repairing, refinishing, and replacing wood windows/doors in whole and in part. Experience only in fabricating and installing new wood windows/doors is insufficient experience for repairing wood windows/doors.

    1. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.

B. Wood-Repair-Material Manufacturer Qualifications: A firm regularly engaged in producing wood consolidant and wood-patching compound that have been used for similar wood-repair applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.

C. Mockups: Prepare mockups of window/door-repair processes to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation. Prepare mockups so they are as inconspicuous as practicable.

    1. Locate mockups on existing windows/doors where directed by Architect.

    2. Wood Window/Door Repairs: Prepare one entire window/door unit to serve as mockup to demonstrate samples of each type of repair of wood window/door members including frame, sash, glazing, and hardware.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

5. A mockup demonstrating the competent restoration of an existing window must be prepared. The project professional and MDAH technical preservation staff must review and approve the mockup prior to releasing the contractor to complete the remainder of the window restoration. The project professional must notify MDAH at least ten (10) business days in advance to schedule a meeting to review the mockup.

1.07 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified wood-window/door-repair specialist to perform preconstruction testing on wood windows/doors.

1. Include field-verified dimensions and provisions for sealant joints and flashing as required for location.

C. Samples for Initial Selection: For each type of exposed wood and finish.

1. Identify wood species, cut, and other features.

2. Include Samples of hardware and accessories involving color selection.

D. Samples for Verification: For the following products in manufacturer's standard sizes unless otherwise indicated, finished as required for use in the Work:

1. Replacement Members: 12 inches (300 mm) long for each replacement member, including parts of frame, sash, exterior trim, and interior trim.

2. Weather Stripping: 12-inch- (300-mm-) long sections.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Pack, deliver, and store products in suitable packs, heavy-duty cartons, or wooden crates; surround with sufficient packing material to ensure that products are not deformed, broken, or otherwise damaged.

B. Store products inside a well-ventilated area and where environmental conditions comply with manufacturer's requirements; protect from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.

1.09 FIELD CONDITIONS

A. Weather Limitations: Proceed with wood window/door repairs only when existing and forecasted weather conditions are within the environmental limits set by each manufacturer's written instructions and specified requirements.

PART 2 – PRODUCTS

2.01 WOOD WINDOW/DOOR REPAIRS, GENERAL

A. Quality Standard: Comply with applicable requirements in Section 6, "Interior & Exterior Millwork," in AWI/AWMAC/WI's "Architectural Woodwork Standards" for construction, finishes, grades of wood windows/doors, and other requirements unless otherwise indicated.

2.02 WOOD-REPLACEMENT MATERIALS

A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51 mm) wide.

1. Species: Untreated Spanish cedar.

B. Frame Heads and Jambs and Exterior Trim: Untreated Spanish cedar.

C. Exterior Trim: Untreated Spanish cedar.

D. Sills: Untreated Spanish cedar.

E. Sash Components: Untreated Spanish cedar.

1. Provide test specimens representative of proposed materials and existing construction.

2. Test repair products and methods for effectiveness and compliance with specified requirements.

2.03 WOOD-REPAIR MATERIALS

A. Source Limitations: Obtain wood consolidant and wood-patching compound from single source from single manufacturer.

B. Glazing Compound: Glazing putty must be Sarco Dual Glaze or equal. It must be installed, cured, and painted in accordance with the manufacturer’s instructions. All window finish carpentry must be untreated Spanish cedar.

2.04 GLAZING MATERIALS

A. Glass: Re-install existing glazing into door and window units. If glass is in damaged or broken condition replace with glazing units to match existing. New glazing must match the dimensions of the existing glazing.

2.05 HARDWARE

A. Window/Door Hardware: Provide complete sets of hardware consisting of sash balances, hinges, pulls, latches, and accessories indicated for each window/door or required for proper operation. Sets shall include replacement hardware to complement repaired and refinished, existing hardware. Hardware shall tightly close, and securely lock wood windows/doors and be sized to accommodate sash or ventilator weight and dimensions.

B. Material and Design:

1. Material: Match existing.

2. Design: Match type and appearance of existing hardware.

2.06 WEATHER STRIPPING

A. Compression-Type Weather Stripping: Compressible weather stripping designed for permanently resilient sealing under bumper or wiper action; completely concealed when window/door is closed.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. National Guard Products, Inc.
b. Pemko Manufacturing Co.
c. Reese Enterprises, Inc.
d. Zero International, Inc.

2. Weather-Stripping Material: Match existing materials and profiles as much as possible unless otherwise indicated.

a. Cellular Elastomeric Gaskets: Preformed; complying with ASTM C509.
b. Dense Elastomeric Gaskets: Preformed; complying with ASTM C864.

2.07 MISCELLANEOUS MATERIALS

A. Borate Preservative Treatment: Inorganic, borate-based solution, with disodium octaborate tetrahydrate as the primary ingredient; manufactured for preserving weathered and decayed wood from further damage by decay fungi and wood-boring insects; complying with AWPA P5; containing no boric acid.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Nisus Corporation.
b. System Three Resins, Inc.

B. Cleaning Materials:

1. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) oflaundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for each 5 gal. (20 L) ofsolution required.

2. Mildewcide: Commercial, proprietary mildewcide or a solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) ofwarm water.

C. Adhesives: Wood adhesives for exterior exposure, with minimum 15- to 45-minute cure at 70 deg F (21 deg C), in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type ofrepair.

D. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.

1. Match existing fasteners in material and type of fastener unless otherwise indicated.

2. Use concealed fasteners for interconnecting wood components.

3. Use concealed fasteners for attaching items to other work.

4. For fastening metals, use fasteners of same basic metal as fastened metal unless otherwise indicated.

5. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.

6. Finish exposed fasteners to match finish of metal fastened unless otherwise indicated.

E. Anchors, Clips, and Accessories: Fabricate anchors, clips, and window/door accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel complying with requirements in ASTM B633 for SC 3 (Severe) service condition.

2.08 WOOD WINDOW/DOOR FINISHES

A. Unfinished Replacement Units: Provide exposed exterior and interior wood surfaces of replacement units unfinished; smooth, filled, and suitably prepared for on-site priming and finishing.

B. Factory-Primed Replacement Units: factory-prime coat on exposed exterior and interior wood surfaces; compatible with indicated finish coating.

PART 3 – EXECUTION

3.01 PREPARATION

A. Protect adjacent materials from damage by performing wood window/door repairs.

B. Clean wood windows/doors of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.

C. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.02 WOOD WINDOW/DOOR REPAIRS, GENERAL

A. Have wood window/door repairs performed only by qualified wood-window/door-repair specialist.

B. Appearance Standard: Completed work is to have a uniform appearance as viewed by Architect from the interior at 5 feet (1.5 m) away and from the exterior at 20 feet (6 m) away.

C. Execution of the Work: In repairing wood windows/doors, disturb them as minimally as possible and as follows:

1. Stabilize and repair wood windows/doors to reestablish structural integrity and weather
resistance while maintaining the existing form of each item.

2. Remove coatings and apply borate preservative treatment before repair. Remove coatings according to Section 090190.52 "Maintenance Repainting" unless otherwise indicated.

3. Repair items in place where possible.

4. Install temporary protective measures to protect wood window/door work that is indicated to be completed later.

D. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail.

E. Repair and Refinish Existing Hardware: Dismantle hardware; strip paint, repair, and refinish it to match finish samples; and lubricate moving parts just enough to function smoothly.

F. Repair Wood Windows/Doors: Match existing materials and features.

1. Repair wood windows/doors by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.

2. Sash Balance: Repair sash balances to function according to type as specified in "Hardware" Article" above. Provide missing sash balances.

G. Replace Wood Units: Where indicated, duplicate, and replace units with units made from salvaged, sound, original wood or with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.

H. Protection of Openings: Where windows/doors are indicated for removal, cover resultant openings with temporary enclosures so that openings are weathertight during repair period.

I. Identify removed windows/doors, frames, sash, and members with numbering system corresponding to window/door locations to ensure reinstallation in same location. Key windows/doors, sash, and members to Drawings showing location of each removed unit. Permanently label units in a location that will be concealed after reinstallation. Window sashes must be replaced in the opening from which they are removed. Sashes must be numbered or otherwise assigned a unique marking on the sash and the window frame.

3.03 WOOD WINDOW/DOOR PATCH-TYPE REPAIR

A. General: Patch wood members that exhibit depressions, holes, or similar voids and that have limited amounts of rotted or decayed wood.

1. Remove sash from windows before performing patch-type repairs at meeting or sliding surfaces unless otherwise indicated. Reglaze units before reinstallation.

2. Verify that surfaces are sufficiently clean and free of paint residue before patching.

3. Remove rotted or decayed wood down to sound wood.

B. Apply borate preservative treatment to accessible surfaces after removing rotted or decayed wood and before applying wood consolidant or patching compound. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom. Allow treatment to dry.

C. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.

1. Prime patch area with application of wood consolidant or manufacturer's recommended primer.

2. Mix only as much patching compound as can be applied according to manufacturer's written instructions.

3. Apply patching compound in layers as recommended in writing by manufacturer until the void is completely filled.

4. Sand patch surface smooth and flush with adjacent wood, without voids in patch material, and matching contour of wood member.
5. Clean spilled compound from adjacent materials immediately.

3.04 GLAZING

A. Comply with combined written instructions of manufacturers of glass, glazing systems, and glazing materials, unless more stringent requirements are indicated.

B. Remove cracked and damaged glass and glazing materials from openings and prepare surfaces for reglazing.

C. Size glass as required by Project conditions to provide necessary bite on glass, minimum edge and face clearances, with reasonable tolerances.

D. Apply primers to joint surfaces where required for adhesion of glazing system, as determined by preconstruction testing.

E. Install setting bead, side beads, and back bead against stop in glazing rabbets before setting glass, according to glazing-system manufacturer's instructions.

F. Install glass with proper orientation so that coatings, if any, face exterior or interior as required.

G. Install glazing system. Install silicone glazing products as specified in Section 088000 "Glazing."

H. Disposal of Removed Glass: Remove from Owner's property and legally dispose of it unless otherwise indicated.

3.05 WEATHER STRIPPING INSTALLATION

A. Install weather stripping for tight seal of joints as determined by preconstruction testing and demonstrated in mockup.

3.06 FIELD QUALITY CONTROL

A. Manufacturers Field Service: Engage wood-repair-material manufacturers' factory-authorized service representatives for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.

3.07 ADJUSTING

A. Adjust existing and replacement operating sash, screens, hardware, weather stripping, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.

3.08 CLEANING AND PROTECTION

A. Protect window surfaces from contact with contaminating substances resulting from construction operations. Monitor window surfaces adjacent to and below exterior concrete and masonry during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances contact window surfaces, remove contaminants immediately.

B. Clean exposed surfaces immediately after repairing wood windows. Avoid damage to coatings and finishes. Remove excess sealants, glazing and patching materials, dirt, and other substances.

C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction.

3.09 WOOD-WINDOW/DOOR-REPAIR

A. Wood Window/Door

1. General: Repair existing wood windows/doors using indicated treatments.

2. Window/Door Frame Repair: Wood consolidant or whole or partial member-replacement repairs.

3. Window/Door Frame Member Repair: Repair head, jambs, sill with wood consolidant and whole or partial member-replacement repairs.

4. Window Sash Repair: Wood consolidant, patch-type repairs in place and whole or partial member-replacement repairs.

5. Window Sash Member Repair: Repair stile, rails, parting bead, stop and muntins with wood consolidant, patch-type repairs and whole or partial member-replacement repairs. Realign stiles, rails, parting bead and stops.

6. Window Sash Replacement: Remove existing units for replacement with custom fabricated, replicated units.

END OF SECTION

09 20 00
THREE-PART INTERIOR PLASTER (REPAIR & PATCHING)

PART 1 – GENERAL

1.01 SUMMARY

A. This procedure includes guidance on patching holes in plaster. The extent of work described includes the following:

Removing deteriorated plaster, and

Applying three coats of plaster to the damaged area.

B. Most buildings built before 1914 had hair plaster (plaster with animal hair mixed in to provide greater strength); Plaster installed after 1914 may have a fiber bonding agent rather than animal hair...or, it may have no bonding agent at all.

C. Complete failure of plaster, requiring a three-coat plaster patch, is usually localized around doors and windows, on stair soffits or areas severely damaged by water infiltration.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. USG Corporation www.usg.com

B. TKO Waterproof Coatings, LLP www.tkocoatings.com

2.02 MATERIALS

A. Metal Lath

B. 18 Gauge Tie Wire and Drywall Nails

C. Scratch and brown coats: Perlite gypsum plaster, such as "Structo-Lite" (USG.com), or approved equal.

D. Finish Coat Gauging Plaster, Finish Lime

E. Drywall screws

F. Cloth mesh tape

G. Joint compound such as "Krack-Kote" (tkocoatings.com), or approved equal.

2.03 EQUIPMENT

A. Hawk

B. Slicker (flexible straight-edge)

C. Plasterer's trowel

D. Margin trowel

E. Mortarboard and mudpan

F. Pointing trowel

G. Plywood scrap

H. 6 inch taping knife

I. 12 inch taping knife

J. Joint tape (cloth mesh preferred)

K. Stiff putty knife

L. Goggles, work gloves, and dust mask

M. Hammer and cold chisel

N. Needlenose pliers and wire cutter

O. Screwgun and drill

P. Spray bottle and dropcloths

Q. Tin snips

R. Shop-vac

S. Paint brush

PART 3 – EXECUTION

3.01 EXAMINATION

A. Determine the extent of unsound plaster and evaluate work requirements and causes before proceeding. Signs of damaged plaster in need of replacing include:

Holes

Water Stains: Brownish rings on the plaster, especially the ceilings, indicate that the plaster has been wet. If the water was stopped quickly, the surface may only need to be sealed with pigmented shellac to prevent the stain from bleeding through the new paint or wallpaper. However, if the leak continued for a long period, the plaster may need to be replaced, and will often have a powdery appearance.

Chipping, flaking and delamination of plaster due to water infiltration.

3.02 ERECTION, INSTALLATION, APPLICATION

A. Removing Deteriorated Plaster:

Use plaster washers to re-secure weakly-keyed areas of otherwise sound plaster to the wall or ceiling (see 09210-04-R "Resecuring Loose Wall or Ceiling Plaster").

Wear a dust mask, goggles and gloves and pull loose plaster from the walls with your hands or a flat prybar.

To remove sound plaster, drill holes in the line of cut with a carbide drill bit; Holding the chisel at a shallow angle, carefully cut directly from hole to hole with a cold chisel; Cut the resulting plaster free from the lath by chipping the keys from the side.

Cut the plaster back to the studs, if necessary, and re-secure the lath with drywall nails.

Knock any plaster stuck between the lath back into the wall cavity.

Vacuum all dust, loose plaster, and other debris from the hole with a shop-vac, or brush it out with an old paintbrush.

B. Lathing the Hole:

Install metal lath over the wood lath (metal lath lessens the likelihood of cracking caused by the old wood lath drawing too much moisture out of the plaster).

If 2 hands are necessary to secure new metal lath, drive a finishing nail into an exposed stud; take a piece of lath slightly larger than the hole and hang it on the nail; with both hands now free, cut the lath to shape with tin snips.

Use tie wire to secure the metal lath over the wood lath.

To make a tie wire, bend a 6 inch long piece of wire into an elongated "U" and pull it around the old wood lath; space the tie wires every 6 inches.

To secure the lath at studs, drive 1 inch drywall screws between the lath into the stud.

C. Applying the Scratch and Brown Coats:

Thoroughly moisten the old wood lath with a spray bottle, so it will not draw moisture out of the wet plaster used for patching.

Apply the base coat (scratch coat) of plaster to the wall in an arching motion; Keep the hawk close to the wall under the trowel to catch falling plaster; Use a margin trowel to work the plaster into edges and corners. The thickness of the new scratch coat should not exceed that of the old scratch coat (about 1/8 to 1/4 inch).

As it starts to set, score shallow, random scratches in it diagonally about every inch or so to provide keys for the next layer; Let the scratch coat set for 48 hours. Apply the second coat (brown coat) using the same plaster that was used for the scratch coat.

Run a slicker (a long flexible straight edge) over the entire patch; Keep the brown coat below the level of the surrounding finish coat by about 1/8 inch.

As the brown coat starts to set, knock off any high spots; Let the brown coat set for 48 hours before applying the finish coat.

D. Mixing the Finish Coat:

Place approximately 2 quarts of cold, potable water into a 5 gallon plastic bucket.

Scoop in autoclave finish lime until it starts to float. NOTE: WEAR GOGGLES, A DUST MASK OR RESPIRATOR, AND LATEX GLOVES WHEN MIXING LIME.

If using single-hydrated lime, sift it into the water the day before and leave to slake overnight.

Mix thoroughly with a mixer attachment on an electric drill, or by hand with a pointing trowel.

Add small amounts of water or lime as necessary until all the lime is wet and there are no lumps or standing water.

Use a scrap of plywood for a mortarboard and toss some lime putty onto it.

Form the putty into a ring using the margin trowel; Fill the center of the ring about 2/3 full with cold, clear water.

Slowly sprinkle in gauging plaster until all the water is absorbed; The mix should consist of 1 part gauging plaster to 3 parts lime putty.

Mix the water and the plaster in the middle of the ring; It should be slightly stiffer than the lime putty.

Fold in the lime putty and mix until all of the ingredients are stirred up.

E. Applying the Finish Coat:

If applying the finish coat over an old brown coat, the existing brown coat must be moistened well before applying the finish coat (unnecessary on a newly-applied brown coat).

NOTE: Finishing plaster over an old brown coat occasionally fails because the new plaster does not bond to the dry, old substrate, even if it is wet down. Furthermore, the old plaster will absorb water faster, causing cracks in the finish coat as it starts to dry.

Following the same motions used when applying the first two coats, trowel the finish coat onto the patch.

Fill in any hollows by dabbing with plaster and smooth out ridges.

Spray a fine mist of water onto the plaster and trowel over the patch again to get a slick finish; Straighten edges and corners with margin trowel.

Let the finish coat cure for about 1 week; Check it for shrinkage.

Tape any small cracks with cloth mesh tape and joint compound.

F. Wash down new plaster with a zinc sulphate solution (2 lbs./gallon of water) and allow to dry.

3.03 ADJUSTING/CLEANING

A. Remove all rubbish and debris caused by plastering work.

B. Clean all affected surfaces of room and furnishings to their prior condition.

C. Remove temporary protection and enclosure of other work. Promptly remove plaster from door frames, windows, and other surfaces that are not to be plastered. Repair floors, walls, and other surfaces that have been stained, marred, or otherwise damaged during the plastering work. When plastering work is completed, remove unused materials, containers, and equipment and clean floors of plaster debris.

END OF SECTION

09 30 00
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tile for floor applications.
B. Tile for wall applications.
C. Non-ceramic trim.

1.02 RELATED REQUIREMENTS

A. Section 07 92 00 - Joint Sealers.

B. Section 09 21 16 - Gypsum Board Assemblies: Installation of tile backer board.

1.03 REFERENCE STANDARDS

A. ANSI A108/A118/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile - Version; 2013.1.
B. ANSI A108.1A - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2013.1.
C. ANSI A108.1B - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
D. ANSI A108.1C - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
E. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 2013.1.
F. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 2013.1.
G. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy; 2013.1.
H. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 2013.1.
I. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 2013.1.
J. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2013.1.
K. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2013.1.
L. ANSI A108.12 - American National Standard Specifications for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar; 2013.1.
M. ANSI A108.13 - American National Standard Specifications for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2013.1.
N. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2013.1.
P. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2013.1.
Q. ANSI A137.1 - American National Standard Specifications for Ceramic Tile - Version; 2013.1.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.

C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.

D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 x 18 inches (450 x 450 mm) in size illustrating pattern, color variations, and grout joint size variations.

E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

F. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.06 QUALITY ASSURANCE

A. Maintain one copy of and ANSI A108/A118/A136.1 and TCNA (HB) on site.

B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum 5 years of documented experience.

C. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

1.07 MOCK-UP

A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.

B. Construct tile mock-up where indicated on site by Architect, incorporating all components specified for the location.

1. Minimum size of mock-up is indicated on the drawings.

2. Approved mock-up may remain as part of the Work.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.09 FIELD CONDITIONS

A. Do not install solvent-based products in an unventilated environment.

B. Maintain ambient and substrate temperature of 50 degrees F (10 degrees C) during installation of mortar materials.

PART 2 PRODUCTS

2.01 TILE

A. Manufacturers:

1. American Olean
2. Dal-Tile Corporation: www.daltile.com.
3. Metropolitan Ceramics
4. Or equal.

B. Floor Tile: Provide factory mounted flat tile complying with the following requirements:

1. Exterior Quarry Tile (slip-resistant)
   Size: 6" x 6"
   Color: Match existing
   Finish: Unglazed, Abrasive
   Thickness: 1/2"

2.03 SETTING MATERIALS

A. Provide setting materials made by the same manufacturer as grout.

B. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.

1. Application(s): Use this type of bond coat where indicated and where no other type of bond coat is indicated.

2. Products:

   a. LATICRETE International, Inc; LATICRETE 254 Platinum: www.laticrete.com.
   b. Substitutions: See Section 01 6000 - Product Requirements.

2.04 GROUTS

A. Manufacturers:

1. LATICRETE International, Inc; LATICRETE SpectraLOCK PRO Premium Grout: www.laticrete.com.

B. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.

1. Color(s): As selected.

2. Products:

a. LATICRETE International, Inc; LATICRETE SpectraLOCK PRO Premium Grout: www.laticrete.com.

2.05 THICK-BED MATERIALS

A. Mortar Bed Materials: Portland cement, sand, latex additive, and water.

1. Products:

a. LATICRETE International, Inc: www.laticrete.com.

B. Waterproofing Membrane Under Mortar Bed at Showers and Tiled Tubs:

1. As noted on drawings

2.06 THIN-SET ACCESSORY MATERIALS

A. Cementitious Backer Board: ANSI A118.9; High density, cementitious, glass fiber reinforced, 1/2 inch (13 mm) thick; 2 inch (50 mm) wide coated glass fiber tape for joints and corners.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.

C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.

D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.

E. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Protect surrounding work from damage.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.

3.03 INSTALLATION – GENERAL

A. Install tile, thresholds, and grout in accordance with applicable requirements of ANSI A108.1A thru A108.13, manufacturer's instructions, and TCNA (HB) recommendations.

B. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

C. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.

D. Form internal angles square and external angles bullnosed.

E. Install non-ceramic trim in accordance with manufacturer's instructions.

F. Install thresholds where indicated.

G. Sound tile after setting. Replace hollow sounding units.

H. Keep expansion joints free of adhesive or grout. Apply sealant to joints.

I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.

J. Grout tile joints. Use standard grout unless otherwise indicated.

K. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

3.04 INSTALLATION - SHOWERS AND BATHTUB WALLS

A. Grout with standard grout as specified above.

B. Seal joints between tile work and other work with sealant as specified.

3.05 INSTALLATION - WALL TILE

A. Over gypsum wallboard on metal studs install in accordance with TCNA (HB) Method W243, thin-set with dry-set or latex-Portland cement bond coat, unless otherwise indicated.

3.06 CLEANING

A. Clean tile and grout surfaces.

3.07 PROTECTION

A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

09 51 00
ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general conditions of Contract, including General and Supplementary Conditions and Divisions-1 Specification sections apply to work of this section.

1.2 SUMMARY

A. Section Includes:

1. Acoustical ceiling panels.

2. Exposed grid suspension system.

3. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings.

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
2. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
3. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
4. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
5. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
6. ASTM C 636 Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
7. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
8. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.
9. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of Ceilings Systems.
10. ASTM E 1264 Classification for Acoustical Ceiling Products.
11. ASTM E 1477 Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers.
12. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
13. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Material.

B. ASHRAE Standard 62.1-2004, "Ventilation for Acceptable Indoor Air Quality"

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.

B. Samples: Minimum 6 inch x 6 inch samples of specified acoustical panel; 8 inch long samples of exposed wall molding and suspension system, including main runner and 4 foot cross tees.

C. Shop Drawings: Layout and details of acoustical ceilings. Show locations of items which are to be coordinated with, or supported by the ceilings.

D. Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification of NRC, CAC, and AC.

E. If the material supplied by the acoustical subcontractor does not have an Underwriter's Laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of and replaced with complying product at the expense of the Contractor performing the work.

1.5 QUALITY ASSURANCE

A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.

B. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.

1. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 for Class A products.

    a. Flame Spread: 25 or less
    b. Smoke Developed: 50 or less

C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.7 PROJECT CONDITIONS

A. Space Enclosure:

All ceiling products and suspension systems must be installed and maintained in accordance with Armstrong written installation instructions for that product in effect at the time of installation and best industry practice. Prior to installation, the ceiling product must be kept clean and dry, in an environment that is between 32oF (0o C) and 120oF (49o C) and not subject to Abnormal Conditions.

Abnormal conditions include exposure to chemical fumes, vibrations, moisture from conditions such as building leaks or condensation, excessive humidity, or excessive dirt or dust buildup. Standard Ceilings: Do not install interior ceilings until space is enclosed and weatherproof; wet work in place is completed and nominally dry; work above ceilings is complete; and ambient conditions of temperature and humidity are continuously maintained at values near those intended for final occupancy. Building areas to receive ceilings shall be free of construction dust and debris.

1.8 WARRANTY

A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace acoustical panels that fail within the warranty period. Failures include, but are not limited to:

1. Acoustical Panels: Sagging and warping as a result of defects in materials or factory workmanship.

2. Grid System: Rusting and manufacturer's defects

3. Acoustical Panels with BioBlock Plus or designated as inherently resistive to the growth of micro-organisms installed with Armstrong suspension systems: Visible sag and will resist the growth of mold/mildew and gram positive and gram negative odor and stain causing bacteria.

B. Warranty Period:

1. Acoustical panels: One (1) year from date of substantial completion.

2. Grid: Ten years from date of substantial completion.

C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

1.9 MAINTENANCE

A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.

1. Acoustical Ceiling Units: Furnish quality of full-size units equal to 5.0 percent of amount installed.

2. Exposed Suspension System Components: Furnish quantity of each exposed suspension component equal to 2.0 percent of amount installed.

PART 2-PRODUCTS

2.1 MANUFACTURERS

A. Ceiling Panels:

1. Armstrong World Industries, Inc. or approved equal.

2.2 ACOUSTICAL CEILING UNITS (INTERIOR)

A. Acoustical Panels (L.A.T. Type) or as otherwise indicated on drawings:

1. Surface Texture: Smooth

2. Composition: Mineral Fiber

3. Color: White

4. Size: 24in X 24in X 1in

5. Edge Profile: Square Tegular Lay-In for interface with Prelude ML 15/16" Exposed Tee.

6. Noise Reduction Coefficient (NRC): ASTM C 423; Classified with UL label on product carton, 0.55.

7. Ceiling Attenuation Class (CAC): ASTM C 1414; Classified with UL label on product carton, 33

8. Emissions Testing: Section 01350 Protocol, < 13.5 ppb of formaldehyde when used under typical conditions required by ASHRAE Standard 62.1-2004, "Ventilation for Acceptable Indoor Air Quality"

9. Flame Spread: ASTM E 1264; Class A (UL)

10. Light Reflectance (LR): ASTM E 1477; White Panel: Light Reflectance: 0.82.

11. Dimensional Stability: Standard -Space is enclosed, weatherproofed, HVAC systems operating.

12. Acceptable Product: CALLA 2822 as manufactured by Armstrong World Industries or equal.

2.4 SUSPENSION SYSTEMS

A. Components: All main beams and cross tees shall be commercial quality hot-dipped galvanized (galvanized steel, aluminum, or stainless steel) as per ASTM A 653. Main beams and cross tees are double-web steel construction with type exposed flange design. Exposed surfaces chemically cleansed, capping pre-finished galvanized steel (aluminum or stainless steel) in baked polyester paint. Main beams and cross tees shall have rotary stitching (exception: extruded aluminum or stainless steel).

1. Structural Classification: ASTM C 635 Intermediate Duty.

2. Color: White and match the actual color of the selected ceiling tile, unless noted otherwise.

3. Acceptable Product: Prelude ML 15/16" Exposed Tee as manufactured by Armstrong World Industries, Inc. or equal.

B. High Humidity Finish: Comply with ASTM C 635 requirements for Coating Classification for Severe Environment Performance where high humidity finishes are indicated.

1. SS Prelude Plus by Armstrong World Industries, Inc. - 100% Type 304 STAINLESS Steel.

2. AL Prelude Plus by Armstrong World Industries, Inc. - all ALUMINUM

3. Prelude Plus XL Fire Guard by Armstrong World Industries, Inc., G-60 Hot dipped galvanized /aluminum capping

4. Structural Classification: ASTM C 635 duty class.

5. Color: White aluminum

C. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.

D. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper, pre-stretched, with a yield stress load of at least time three design load, but not less than 12 gauge.

E. Edge Moldings and Trim: Metal or extruded aluminum of types and profiles indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations, including light fixtures, that fit type of edge detail and suspension system indicated. Provide moldings with exposed flange of the same width as exposed runner.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations. (Exception: HumiGuard Max Ceilings)

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.

B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.

    1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

3.3 INSTALLATION

A. Install suspension system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.

B. Suspend main beam from overhead construction with hanger wires spaced 4-0 on center along the length of the main runner. Install hanger wires plumb and straight.

C. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.

D. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.

E. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.

3.4 ADJUSTING AND CLEANING

A. Replace damaged and broken panels.

B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

09 65 00
RESILIENT FLOORING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this and all sections.

1.02 DESCRIPTION OF WORK:

A. Extent of resilient flooring and accessories is shown on Drawings and in schedules.

1.03 QUALITY ASSURANCE:

A. Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives and sealants.

B. Performance Requirements:

1. The manufacturer of the flooring product must be accredited to both ISO 9001 (Quality Management System) and ISO14001 (Environmental Management System).

2. Provide resilient tile flooring which has been manufactured and can be installed to maintain performance criteria stated by manufacturer without defects, damage or failure

C. Flooring Contractor Qualifications:

1. The awarded contractor shall be an established firm with experience in the installation of the specified product and have access to all manufacturers' required technical, maintenance, specifications and related documents.

2. The flooring contractor shall have completed at least 3 projects of similar scope, material and complexity, and must provide project reference details including contact names and telephone numbers.

D. Installer Qualifications: An experienced installer, as determined by contractor, who has specialized in the installation of work similar to that required for this project is to perform the work of this section:

1. Installation procedures should be in strict accordance with manufacturer published technical documentation and shall not begin until the work of all other trades has been completed.

E. Test Floors: Install test floor at project site using acceptable products and manufacturer approved installation methods. Obtain Owner's and Architect's acceptance of maintainability and workmanship standard. Comply with Division 01 Quality Control.

1. Test Floor Size: As recommended by manufacturer.

2. Maintenance: Maintain test floor during construction for workmanship comparison; remove and legally dispose of test floor when no longer required.

3. Incorporation: Test floor may be incorporated into final construction upon Owner's approval.

F. Pre-installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 01 Coordination.

1.04 SUBMITTALS:

A. Product Data: Provide Safety Data Sheets for sheet flooring and adhesives listing any material content subject to EPA regulations or listed by them as carcinogenic or toxic.

B. Samples: Submit sample of each type, color and finish of resilient flooring and accessory required, indicating full range of color and pattern variation. Provide full-size tile units, 12 inch square samples of sheet flooring, and 6" long samples of accessories.

C. Maintenance Instructions: Submit 2 copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.

1.05 DELIVERY, STORAGE & HANDLING:

A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Storage and Protection: Store materials flat, protected from exposure to harmful weather conditions, between 50 degrees F- 81 degrees F (10 - 27 degrees C) and 50% (± 10%) relative humidity.

1.06 JOB CONDITIONS:

A. Substrate Conditions: Use the current test methods described below to determine the dryness as required to ensure initial and long-term success:
Specifier Note: ASTM F1869 covers the quantitative determination of the rate of moisture vapor emitted from below-grade, on-grade and above-grade (suspended) concrete floors.

1. Comply with ASTM F1869 testing procedures.

2. Comply with ASTM F2170 testing procedures.

3. The General Contractor shall be responsible for conducting in situ relative humidity testing (ASTM F2170) or calcium chloride testing (ASTM F1869). Perform

minimum of 3 tests for the first 1000 square feet, and at least one test for each additional 1000 square feet, to ensure concrete internal relative humidity does not exceed 80% or moisture vapor emissions do not exceed 5.0 lb per 1000 square feet within a 24 hour period.

4. Contingency for High Moisture Readings: If at the time of testing the moisture readings are in excess of 80% internal relative humidity or 5.0 lb moisture vapor emissions, the Architect will initiate testing using petrographic analysis to determine the Water/Cement Ratio and if sufficient hydration has taken place. If the Specifications were not followed in their entirety, water/cement ratio (as specified), and/or the concrete surface has been inadequately hydrated, the Contractor responsible for the placement of the cement shall be responsible for the costs associated with the petrographic analysis and subsequent remediation requirements.

B. The Flooring Contractor shall verify in writing to the Owner, a minimum of thirty (30) days prior to scheduled resilient flooring installation, the following substrate conditions:

1. Moisture: Maximum of 80% internal relative humidity tested in accordance with the current ASTM F2170 or maximum of 5.0 lb Moisture Vapor Emission Rate tested in accordance with the current ASTM F1869.

2. Alkalinity (ASTM F710): Between 7.0 - 10.0 pH.

3. Suitability of Substrate Surface: Ensure that substrate surface is sound, smooth and flat to 1/8 inch in 10 feet (3.2 mm in 3.1 m).

4. For substrate conditions that require additional preparation, Flooring Contractor shall furnish Owner and General Contractor with written documentation detailing noncompliance, proposed remediation, timing and cost.

C. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations. Areas to receive flooring shall be clean, fully enclosed, weathertight with stable environmental conditions between 64 degrees F - 81 degrees F (18 - 27 degrees C) and 50% (± 10%) relative humidity. The flooring material shall be conditioned in the same manner.

D. Temperature Requirements: Maintain air temperature and relative humidity levels in spaces where products will be installed for time period before, during and after installation as recommended by manufacturer.

1. Temperature Conditions: Maintain 64 degrees F - 81 degrees F (18 - 27 degrees C) for 48 hours before, during and continuously after installation.

2. Relative Humidity Conditions: Maintain 50% (± 10%) relative humidity for 48 hours before, during and continuously after installation.

E. Close spaces to traffic during resilient flooring installation and for time period after installation recommended in writing by the manufacturer.

1. No foot traffic for 24 hours after installation.

2. No point loads for 48 hours after installation.

3. Wait 48 hours after installation before any wet maintenance is performed.

F. Install resilient flooring material and accessories after all other finishing operations, including painting, have been completed.

1.08 WARRANTY:

A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

B. Manufacturer's Warranty: Submit manufacturer's Commercial Limited Wear Warranty for Owner's acceptance.

1. Warranty Period: Ten years commencing on Date of Substantial Completion.

2. Warranty Acceptance: Owner is sole authority who will determine acceptability of manufacturer's warranty documents.

1.09 MAINTENANCE:

A. Extra Materials: Deliver extra materials from same production run as products installed to Owner. Package products with protective covering and identify with descriptive labels.

1. Quantity: Furnish quantity of full-size units equal to 5% of amount installed.

2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Colors and Patterns: As selected by Architect from manufacturer's standard colors, including all color groups. Unless otherwise indicated on plans, Architect may select up to four(4) colors for use in each space consisting of a border color, field color and two accent colors in a standard manufacturer decorative pattern or simple geometric pattern to be determined during the construction process.

B. Resilient Flooring:

1. See Finish Floor Plan and Finish Schedule for products, colors, patterns, dimensions, locations, etc. Allowance provided for Luxury Vinyl Tile/Plank.

C. Accessories:
   1. Edge/Transition Strips: Of required thickness to protect exposed edge of resilient flooring. Provide units of maximum available length to minimize number of joints.

      a. See Finish Schedule for products, colors, and locations.

   2. Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.

PART 3 - EXECUTION:

3.01 INSPECTION:

A. Installer must examine areas and conditions under which resilient flooring and accessories are to be installed and must notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

B. Coordinate with Division 01 General Requirements for testing and allowances, Division 3 Concrete Section. To ensure a good quality appearance and good adhesion, the subfloor must be hard, smooth, clean, dry, and free from defects. Slab on-grade and below-grade subfloors must incorporate an approved vapor retarder (ASTM E1745) properly installed (ASTM E1643) to ensure they are sufficiently dry and to reduce ground moisture vapor transmission from entering the slab after construction. This can be checked by using a suitable moisture test method. More detailed information is available on the preparation of specific subfloor types.

C. Concrete Substrate Testing: Prior to flooring installation, test concrete substrates for internal relative humidity (maximum 80% per ASTM F2170) or water vapor emission (maximum 5.0 lb. per ASTM F1869) and alkalinity (7.0 - 10.0 pH per ASTM F710) harmful to resilient flooring installation performance. Consult resilient flooring manufacturer for requirements pertaining to proprietary resilient flooring products. Include testing costs in contract sum.

3.02 PREPARATION:

A. Sand or grind substrate, if required to provide smooth surface and to remove foreign materials which could interfere with adhesion.

B. Use latex underlayment compound as recommended by flooring manufacturer for filling small cracks and leveling in subfloors.

C. Broom clean or vacuum surfaces to be covered and inspect subfloor. Start of flooring installation indicates acceptance of subfloor conditions and full responsibility for completed work. Floors must be clean, dry, and smooth.

D. Perform moisture tests on concrete slabs to determine that concrete surfaces are sufficiently cured and ready to receive flooring.

E. Concrete subfloors shall be constructed in accordance with ACI 302.1 and ACI SP-15,

utilizing a water-to-cement ratio of 0.45 or less containing no admixtures or surface treatments that are adverse to the installation of resilient flooring.

F. Concrete subfloors must be finished and cured without additives or surface treatments that will adversely affect the flooring materials according to ACI and ASTM F710 with a minimum compressive strength of 3500 psi (24,115 kPa).

G. A vapor retarder shall be installed prior to pouring of on grade or below grade slabs. Moisture vapor transmission shall not exceed 80% internal Relative Humidity per ASTM F2170 In-Situ Relative Humidity Test and/or 5.0 lb/1000 ftP2 P/24 hours per ASTM F1869 Calcium Chloride Test.

H. Maintain room temperature, adhesive and flooring material at 64 degrees F - 81 degrees F (18 - 27 degrees C) and 50% (±10%) relative humidity for 48 hours before, during and continuously after installation.

I. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

J. Substrate Cleaning and Preparation: Comply with manufacturer's requirements for substrate cleaning and preparation for resilient flooring products.

K. Leveling and Patching: Use only Portland cement based leveling and patching compounds, in accordance with compound manufacturer's requirements, to fill depressions, holes and cracks and to smooth substrate surface to 1/8-inch (3.2 mm) in a 10 foot (3.1 m) radius to receive resilient flooring.

3.03 INSTALLATION:

A. General:

1. Place flooring with adhesive cement in strict compliance with manufacturer's recommendations. Butt tightly to vertical surfaces, thresholds and edgings. Scribe around obstructions to produce neat joints, laid tight, even and straight. Extend flooring into toe spaces, door reveals and into closets and similar openings.

2. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.

3. Tightly cement flooring to substrate without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll flooring at perimeter of each covered area if necessary to assure adhesion.

B. Tile Floors:

1. Lay tiles from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeter. Lay tile square to room axis, unless otherwise shown.

2. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged. Cut tile neatly around fixtures. Broken, chipped, cracked, or deformed tiles are not acceptable.

   a. Lay tile with grain running in one direction.

C. Accessories:

1. Apply resilient base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed outside corner units, and with mitered or coped inside corners. Tightly bond base to backing throughout length of each piece, with continuous contact at horizontal and vertical surfaces.

   a. On masonry surfaces, or other similar irregular surfaces, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.

2. Apply metal edge strips where shown on drawings and at all exposed edges of resilient flooring. Secure units to substrate with countersunk stainless steel anchors, complying with manufacturer's recommendations.

3.04 CLEANING AND PROTECTION:

A. When installation has been finished for 24 hours, inspect workmanship and remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer. Protect installed flooring with heavy Kraft paper or other covering. Remove construction debris from project site and legally dispose of debris.

B. Finishing: After completion of project and just prior to final inspection of work, thoroughly clean floors and accessories.

END OF SECTION

09 68 00
TILE CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Carpet tile, fully adhered.

1.02 REFERENCE STANDARDS

A. CRI (CIS) - Carpet Installation Standard; Carpet and Rug Institute; 2009.

1.03 SUBMITTALS

A. See Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.

C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.

D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.

B. Installer Qualifications: Company specializing in installing carpet with minimum three years experience.

1.05 FIELD CONDITIONS

A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Mannington, www.mannington.com, or approved equivalent.

2.02 MATERIALS

A. Carpet Tile Type **(Allowance Provided)**: Modular or approved equivalent: See drawing finish legend for additional information.

1. Color: As selected by architect. Allowance provided.

2. Size: As selected by architect. Allowance provided.

3. Pattern: As selected by architect. Allowance provided.

2.03 ACCESSORIES

A. Sub-Floor Filler: Type recommended by flooring material manufacturer.

B. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.

B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and ph.

1. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.

D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

B. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.

C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.

D. Vacuum clean substrate.

3.03 INSTALLATION

A. Starting installation constitutes acceptance of sub-floor conditions.

B. Install carpet tile in accordance with manufacturer's instructions.

C. Blend carpet from different cartons to ensure minimal variation in color match.

D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.

E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set aligned as indicated on drawings.

F. Fully adhere carpet tile to substrate.

G. Trim carpet tile neatly at walls and around interruptions.

H. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

A. Remove excess adhesive without damage, from floor, base, and wall surfaces.

B. Clean and vacuum carpet surfaces.

END OF SECTION

09 90 00
PAINTING AND COATING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this and all sections.

1.02 DESCRIPTION OF WORK:

A. Extent of painting work is shown on drawings and schedules, and as herein specified.

B. The work includes painting and finishing of new interior and exterior exposed items and surfaces throughout project and existing painted surfaces in areas where alterations are to be performed, and back priming of finish woodwork and cabinets, except as otherwise indicated.

1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

2. Field painting of exposed bare and covered pipes (including color coding) and ducts, steel and iron work and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated, is included.

C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, varnishes, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

D. Following categories of work are not included as part of field-applied finish work or are included in other sections of these specifications.

1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, steel joists, metal fabrications, hollow metal work, and similar items. Also, for factory built mechanical and electrical equipment or accessories.

2. Pre-finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic laminate, chalkboards, Laboratory Equipment, protective covers, Lockers, acoustical materials, and finished mechanical and electrical equipment, including light fixtures.

3. Concealed Surfaces:

a. Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, furred areas, pipe spaces, and duct shafts.

b. Back prime finished woodwork and cabinets. Use primer specified for exposed surfaces.

4. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

5. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.

6. Do not paint brick, concrete, tackboards, metal windows, floors, or metal roof deck, unless specifically indicated.

7. Gypsum wallboard joint preparation is included in Gypsum Wallboard Section.

8. Fire Rated Partition Identification: All fire rated partitions shall be identified by stenciling on each wall above the ceiling "Fire and Barrier-Protect all openings", as required by code.

1.03 SUBMITTALS:

A. Product Data: Submit product list showing proposed manufacturer's trade name for each material proposed for use.

B. Samples: Submit color book containing multiple large size tear-out chips of complete color system for Architect's use in selecting colors.

1.04 DELIVERY AND STORAGE:

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label and following minimum information:

Name or title of materials
Manufacturer's name
Thinning instructions
Application instructions
Color name and number

1.05 JOB CONDITIONS:

A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F. (10 Celsius) and 90 degrees F. (32 Celsius), unless otherwise permitted by paint manufacturer's printed instructions.

B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F. (7 Celsius) and 95 degrees F. (35 Celsius), unless otherwise permitted by paint manufacturer's printed instructions.

C. Do not apply paint in snow, rain, fog or mist; or when relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

D. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.01 COLOR AND FINISHES:

A. Prior to beginning work, Architect will furnish color selections for surfaces to be painted.

B. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers and incompatible existing coats, or remove and reprime as required. Notify Architect in writing of any anticipated problems using specified coating systems with substrates involved.

2.02 MATERIAL QUALITY:

A. Provide best quality grade of various types of coatings as regularly manufactured by the following acceptable paint materials manufacturers, or equal. Materials not displaying manufacturer's identification as a standard, best grade product will not be acceptable.

1. Devoe & Raynolds Co.
2. Benjamin Moore
3. PPG Industries
4. Sherwin-Williams Company

B. Provide undercoat paint produced by same manufacturer as finish coats, unless otherwise approved. Use only thinners approved by paint manufacturer and use only within recommended limits.

2.03 EXTERIOR PAINT SYSTEMS:

A. Provide following paint systems for various substrates, as indicated. References below are for Sherwin Williams products.

A. Exposed Ferrous Metal: One of the following as selected by the Architect.

Primer
1 coat SW Kem Kromik Rust Inhabitive Primer B50Z Series

Alkyd Topcoat
2 coats SW Pro Industrial Water Based Alkyd Urethane B53-1050 Series
Or
Acrylic Topcoat
2 coats SW Pro Industrial DTM Acrylic B66-1250 Series

B. Galvanized Iron or Steel: One of the following as selected by the Architect.

1 coat SW Pro Industrial Pro-Cryl Universal Acrylic Primer, B66Series
2 coats SW Pro Industrial DTM Acrylic B66-1250 Series

C. Exposed Exterior Concrete:

2 coats SW Loxon XP Waterproofing System. A24-1400 Series A24W350 Series

D. Exterior Wood (Opaque Finish): One of the following as selected by the Architect.

1 coat SW Exterior Oil-Based Wood Primer, Y24W8020
2 coats SW A-100 Sain A82 Series

E. Exterior Wood (Transparent Finish):

2 coats SW WoodScapes Exterior Semi-Transparent Wood Stain A15 Series.

2.04 INTERIOR PAINT SYSTEMS:

A. Provide following paint systems for various substrates, as indicated. References below are for Sherwin Williams products.

B. Interior Gypsum Board, Concrete and Plaster: One of the following as selected by the Architect.

1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W2600
2nd Coat: S-W ProMar 200 Latex Gloss, B21-2200 Series
3rd Coat: S-W ProMar 200 Latex Gloss, B21-2200 Series
or
S-W ProMar 200 Zero VOC Latex Primer, B28W2600
2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series
3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series
or
1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W2600
2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series
3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series
or
1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W2600
2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series
3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series

B: Interior Gypsum Board, Concrete and Plaster (EPOXY PAINT): One of the following as selected by the Architect.

Pre Catalyzed Epoxy
1 coat SW ProMar 200 Zero VOC Latex Primer, B28W2600
2 coats SW Pro Industrial Pre-Catalyzed Epoxy, K46 Series

Or

Catalyzed Epoxy
1 coat SW ProMar 200 Zero VOC Latex Primer, B28W2600
2 coats SW Pro Industrial Water Based Catalyzed Epoxy, B73-360 Series

C. Interior Wood Trim, Doors, Cabinets for Transparent Finish:

All woodwork indicated to be transparent finish shall be given one coat of Sherwin Williams Wood Classics Interior Oil Satin A49 Series, color as selected by Architect, on exposed faces and then given one of the following as selected by the Architect.

1 coat Sherwin Williams Vinyl Sealer 24% solvent
2 coats Polyurethane satin A67 Series.

or

2 coats Sherwood CAB - Acrylic Lacquer

D. Interior Wood for Opaque Finish:

1 coat SW Premium Wall and Wood Primer B28W8111
2 coats SW Pro-Mar 200 Interior Waterbased Acrylic Alkyd Semi-Gloss B34-8250 Series

E. Interior Metal (pipe, rails, electrical panels, ladders, etc.): One of the following as selected by Architect:

1 coat SW Kem Kromik Rust Inhibitive Primer B50Z Series (unless shop primed)
2 coats SW Pro Industrial Water Based Alkyd Urethane B53-1050 Series

F. Interior Hollow Metal Doors and Frames: one of the following as selected by Architect.

1 coat SW Kem Kromik Rust Inhibitive Primer B50Z Series (unless shop primed)
2 coats SW Pro Industrial Water Based Alkyd Urethane B53-1050 Series

G. All other Exposed Ferrous Metal: One of the following as selected by the Architect.

1 coat SW Kem Kromik Rust Inhibitive Primer B50Z Series (unless shop primed)
2 coats SW Pro Industrial Water Based Alkyd Urethane B53-1050 Series

H. All other Unfinished Equipment exposed to view: one of the following as selected by the Architect.

1 coat SW Kem Kromik Rust Inhibitive Primer B50Z Series (unless shop primed)
2 coats SW Pro Industrial Water Based Alkyd Urethane B53-1050 Series

or

1 coat SW Pro Industrial Pro-Cryl Universal Acrylic Primer, B66Series
2 coats SW Pro Industrial DTM Acrylic B66-1250 Series

I. Epoxy Floor Coating (EFC-1):

1. Manufacturer: Sherwin Williams, or equal.

2. Product: Armorseal 8100

3. Color: As selected by architect.

4. Location: See Finish Schedule.

5. Special Instructions: Install per manufacturer instruction.

PART 3 - EXECUTION

3.01 INSPECTION:

A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to applicator.

B. Starting of painting work will be construed as applicator's acceptance of surfaces and conditions within any particular area.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.02 SURFACE PREPARATION:

A. General:

1. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

B. Cementitious Materials:

1. Prepare cementitious surfaces of plaster, concrete and concrete block to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

2. Determine alkalinity and moisture content of surfaces to be painted by performing

appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

C. Wood:

1. Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrappers, mineral spirits, and sandpaper, as required, Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty, or plastic wood filler. Sandpaper smooth when dried.

2. Prime, stain or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides and backsides of such wood, including unfinished cabinets, counters and cases.

3. When transparent finish is required, use spar varnish for back priming.

4. Seal tops, bottoms and cut-outs of unprimed wood doors with a heavy coat of varnish or primer (for exterior doors) immediately upon delivery to job.

D. Ferrous Metals: Clean ferrous surfaces which are not galvanized, of oil, grease, dirt, rust, loose mill scale and other foreign substances by solvent or mechanical cleaning.

E. Galvanized and Aluminum Surfaces: Clean with non-petroleum based solvent until free of oil and surface contaminants.

F. Existing Surfaces:

1. General: Patch defects in surfaces to be painted. Thoroughly clean to eliminate dirt, grease, loose paint and other matter which might affect bond or appearance. Sand glossy and irregular surfaces.

2. Transparent Finished Surfaces: Sand to eliminate all discoloration and irregularities. Dust off to eliminate all sanding residue.

3. Metal: Sand and wire brush to eliminate all rust.

4. Barrier Coat: Provide barrier coat where new finish is not compatible with existing.

3.03 MATERIALS AND PREPARATION:

A. Mix and prepare painting materials in accordance with manufacturer's directions.

B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. Remove film, and if necessary, strain material before using.

3.04 APPLICATION:

A. General:

1. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited to substrate and type of material being applied. Do not use roller or spray for wood and plywood, or roller for metal, unless specifically approved by the Architect.

2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

3. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.

4. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.

5. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

6. Sand lightly between each succeeding enamel or varnish coat.

7. Omit first coat (primer) on metal surfaces which have been shop-primed, and touch-up painted, unless otherwise indicated. Spot prime any damaged areas.

B. Scheduling Painting:

1. Apply first coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

2. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform, or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to provide a dry film thickness per coat as indicated, or if not indicated, as recommended by coating manufacturer.

D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed on the exterior of the buildings, including the roof, and in occupied spaces.

1. Mechanical items to be painted include, but are not limited to, the following (where present): Piping and supports, roof vents, louvers, grilles, registers, fans and curbs.

2. Electrical items to be painted include, but are not limited to, the following (where present): Conduit, boxes and fittings, exposed panelboard surfaces, including covers.

E. Prime Coats:

1. Apply prime coat to material which is required to be painted or finished, and which has not been prime coated by others.

2. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

F. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

G. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

3.05 CLEAN-UP AND PROTECTION:

A. Clean-up:

1. During progress of work, remove from site discarded paint materials, rubbish cans and rags at end of each work day.

2. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper method of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

B. Protection:

1. Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing, or replacing, and repainting, as acceptable to Architect.

2. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

REPAIRS to HATTIESBURG CITY HALL

200 FORREST STREET, HATTIESBURG, MISSISSIPPI 39401

PHASE ONE PRELIMINARY SET

SHEET INDEX:

A0.0	COVER SHEET
A0.1	GENERAL NOTES
A1.0	THIRD FLOOR DEMOLITION PLAN
A1.1	THIRD FLOOR NEW WORK PLAN
A1.2	THIRD FLOOR DIMENSION PLAN
A1.3	BASEMENT DEMOLITION PLAN
A1.4	BASEMENT NEW WORK PLAN
A1.5	BASEMENT DIMENSION PLAN
A1.6	ROOF PLAN
A3.0	OPENINGS & SCHEDULES

ADDITIVE ALTERNATE #1:

REMOVE EXISTING ROOF DOWN TO DECK & REPAIR ANY DAMAGED DECKING (SEE UNIT PRICING). INSTALL NEW UNDERLAYMENT & THERMOPLASTIC ROOF OVER THE EXISTING DECK. INSTALL NEW BOOTS & FLASHING AT ALL EXISTING ROOF PENETRATIONS TO REMAIN. REPAIR/REPLACE DAMAGED SCUPPERS, ROOF DRAINS, AND EMERGENCY DRAINS. CLEAR ROOF DRAINS AND ALL ASSOCIATED PIPES OF DIRT/DEBRIS TO ENSURE ADEQUATE ROOF DRAINAGE. ANY AREAS THAT PRESENT THE POTENTIAL FOR 'PONDING' SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AS SOON AS THEY ARE DISCOVERED. **FOR ADDITIONAL INFORMATION SEE SHEET A1.6.**

ADDITIVE ALTERNATE #2:

ALL WORK ASSOCIATED WITH DEMOLITION AND REPLACEMENT OF EXISTING FINISHES INCLUDING BUT NOT LIMITED TO FLOOR FINISH, TRIM, WALL FINISH, AND WINDOW REPAIR.

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PROJECT:
HATTIESBURG CITY HALL RENOVATIONS
200 FORREST STREET, HATTIESBURG, MS 39401

NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE:	1/17
PROJECT NO:	23-35
REVISION	

COVER SHEET

SCALE:	
DRAWN BY:	Author
CHECKED BY:	Checker

A0.0

GENERAL DEMOLITION NOTES:

1 THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF ANY AND ALL EXISTING CONDITIONS AND SITUATIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS.

2 CONTRACTOR SHALL EXERCISE AND TAKE APPROPRIATE PRECAUTIONARY MEASURES TO PREVENT ANY DAMAGE TO EXISTING STRUCTURES, EQUIPTMENT, FURNISHINGS, INTERIORS, ETC. DURING THE PROJECT. CONTRACTOR SHALL CORRECT ALL DAMAGE CAUSED BY THE PERFORMANCE OF THE WORK.

3 PATCH/REPAIR ANY AND ALL ADJACENT DAMAGED SURFACES CAUSED BY THE WORK WITH MATERIALS TO MATCH EXISTING OR NEW MATERIALS AS APPROVED BY THE ARCHITECT. PATCH/REPAIR SHALL BE MADE TO A NATURAL MATERIALS/ PRODUCT JOINT OR BREAK TO ENSURE SMOOTH AND UNDETECTABLE TRANSITION FROM EXISTING FINISH TO NEW FINISH.

4 REFER TO FINISH SCHEDULE FOR FINISHES TO BE INSTALLED IN EACH AREA. WHERE NEW FINISHES ARE SCHEDULED TO BE INSTALLED OVER EXISTING CONSTRUCTION THE CONTRACTOR SHALL REMOVE EXISTING FINISH DOWN TO SUBSTRATE AND PREP AS REQUIRED TO RECIEVE NEW FINISHES. EXISTING FINISHES TO BE REMOVED AS REQUIRED TO INSTALL NEW WORK.

5 EXISTING CEILING TO BE REMOVED ONLY AS REQUIRED TO INSTALL NEW WORK UNLESS OTHERWISE NOTED. CEILING MOUNTED ITEMS IN EXISTING LAY-IN CEILINGS TO BE REMOVED AS REQUIRED TO INSTALL NEW WORK. COORDINATE WORK WITH RESPECTIVE TRADES AS REQUIRED TO RECIEVE NEW FINISHES. EXISTING FINISHES TO BE REMOVED AS REQUIRED TO INSTALL NEW WORK.

6 WHETHER OR NOT EXISTING MATERIALS ARE SHOWN OR SCHEDULED TO REMAIN, ANY MATERIAL DAMAGED BY OPERATIONS PERFORMED UNDER THIS CONTRACT SHALL BE REPAIRED OR REPLACED WITH NEW MATERIALS TO MATCH EXISTING MATERIALS BY THE CONTRACTOR.

7 WHERE NEW MECHANICAL, ELECTRICAL AND PLUMBING ITEMS ARE TO BE INSTALLED IN EXISTING WALLS, PATCH/REPAIR AS REQUIRED TO INSTALL NEW WORK.

8 THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO ORDERING MATERIALS OR LAY-OUT OF NEW CONSTRUCTION.

9 THE DEMOLITION PLAN IS PROVIDED AS A CONVENIENCE TO THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION NECESSARY TO INSTALL NEW WORK, WHETHER SHOWN IN THE PLANS OR NOT.

10 THE CONTRACTOR WILL COORDINATE POWER SHUT OFF WITH THE OWNER PRIOR TO DEMOLITION OF ELECTRICAL ITEMS. ELECTRICAL ITEMS WILL BE RELINQUISHED TO THE OWNER AND REINSTALLED IN THE RENOVATION PHASE AT THE DIRECTION OF THE OWNER.

GENERAL NEW WORK NOTES:

1 THE CONTRACTOR SHALL INSTALL ALL NECESSARY BLOCKING AS REQUIRED TO ACCOMMODATE ALL WALL MOUNTED ITEMS. INSTALLATION OF BLOCKING MAY REQUIRE THE REMOVAL OF EXISTING FINISHES. PATCH/REPAIR AS REQUIRED TO INSTALL NEW WORK WITH MATERIAL TO MATCH EXISTING.

2 THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO ORDERING OF MATERIALS OR LAY-OUT OF NEW CONSTRUCTION.

3 NOT EVERY CONDITION HAS BEEN DETAILED. WHERE SPECIFIC DETAILING IS NOT SHOWN, EXECUTE THE CONSTRUCTION IN A SOUND, WORKMAN-LIKE MANNER CONSISTENT WITH ACCEPTED BUILDING PRACTICES AND WITH OTHER DETAILING SHOWN.

4 ALL DOOR FRAMES WITHIN THE LIMITS OF WORK ARE TO BE PAINTED AS SCHEDULED AND SPECIFIED.

5 IN ORDER TO COMPLETE THE WORK SHOWN ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS, SOME WORK MAY BE REQUIRED IN OTHER AREAS NOT SPECIFICALLY DEFINED IN THE BIDDING DOCUMENTS, SUCH AS WORK ABOVE OR BELOW THE AREA SHOWN ON THE PLAN OR BEYOND THE AREA SHOWN ON THE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE SCOPE OF SUCH WORK AND TO INCLUDE IN THEIR PROPOSALS THE COST OF ALL WORK REQUIRED FOR A COMPLETE AND OPERABLE FACILITY.

6 WHERE NEW PARTITIONS ARE SHOWN ALIGNED WITH AND FORM A CONTINUATION OF EXISTING PARTITIONS, THEY SHALL BE THE SAME THICKNESS AS EXISTING UNLESS OTHERWISE NOTED.

7 WHETHER OR NOT EXISTING MATERIALS ARE SHOWN OR SCHEDULED TO REMAIN, ANY MATERIAL DAMAGED BY OPERATIONS PERFORMED UNDER THIS CONTRACT SHALL BE REPAIRED OR REPLACED WITH NEW MATERIALS TO MATCH ADJACENT MATERIALS AND WORK AS APPROVED BY THE ARCHITECT.

8 PREPARATION OF NEW WORK: INTERIOR DIMENSIONS ARE GENERALLY TO FACE OF FINISH UNLESS NOTED OTHERWISE. WHERE NEW WALLS ARE TO BUTT INTO EXISTING, FLUSH NEW FINISH WITH EXISTING FINISH FACE EACH SIDE OF WALL. PLAN DIMENSIONS SHOWN ON NEW WORK WHERE WALLS ARE INTENDED TO BE FLUSH MAY BE ADJUSTED AS REQUIRED. ANY UNAVOIDABLE OFFSETS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT FOR A FIELD DETERMINATION AT TIME OF INITIAL WALL LAYOUT (CHALK LINE). NO OFFSETS WILL BE PERMITTED UNLESS THEY ARE ABSOLUTELY UNAVOIDABLE AND HAVE PRIOR APPROVAL FROM ARCHITECT AT TIME OF LAYOUT. A 1/4" OR 3/8" THICKNESS OF GYPSUM BOARD MAY BE USED AS A PARTITION OVERLAY AS REQUIRED TO FACILITATE THIS TRANSITION.

9 WHERE NEW MECHANICAL, ELECTRICAL AND PLUMBING ITEMS ARE TO BE INSTALLED IN EXISTING WALLS, PATCH/REPAIR AS REQUIRED TO INSTALL NEW WORK.

10 PARTIAL DEMOLITION OF EXISTING WALL PARTITIONS TO RECONFIGURE THE SPACE MAY RESULT IN EXPOSED WALL END FRAMING. PATCH/REPAIR EXISTING WALL PARTITIONS AS REQUIRED WITH MATERIALS TO MATCH EXISTING AND/OR ADJACENT NEW FRAMING.

11 CONTRACTOR TO PREPARE FLOOR AS REQUIRED TO FOR NEW FINISHES. WORK TO INCLUDE BUT NOT LIMITED TO LEVELING FLOOR AS REQUIRED, GRINDING BOLTS, REMOVING FLOOR OUTLETS, REMOVING LEFTOVER GROUT/MORTAR, ETC. CONTRACTOR TO VISIT SITE TO VERIFY FULL EXTENT OF PREPARATION REQUIRED.

12 WALLS SHALL EXTEND A MINIMUM OF 6" ABOVE THE SCHEUDLED CEILING AND SHALL BE BRACED TO STRUCTURE ABOVE AT 48" O.C.; ALL WALLS REQUIRING A UL ASSEMBLY SHALL EXTEND AND SEAL TO THE DECK ABOVE.

13 NOT EVERY CONDITION HAS BEEN DETAILED. WHERE SPECIFIC DETAILING IS NOT SHOWN, EXECUTE THE CONSTRUCTION IN A SOUND, WORKMAN-LIKE MANNER CONSISTENT WITH ACCEPTED BUILDING PRACTICES AND WITH OTHER DETAILING SHOWN.

14 'NIC' INDICATES NOT IN CONTRACT.

GENERAL CEILING NOTES:

1 SEE FINISH SCHEDULE FOR CEILING TYPES AND HEIGHTS.

2 GRID INDICATED REPRESENTS 2X2 LAY-IN ACOUSTICAL TILE GRID. NO CUT PIECES LESS THAN 6" WILL BE PERMITTED.

3 THIS PLAN IS INTENDED TO COORDINATE WORK. REFER TO FURRING DETAILS AS WELL AS MECHANICAL AND ELECTRICAL DRAWINGS FOR OTHER WORK APPLICABLE.

4 INSTALL NEW LAY-IN ACOUSTICAL TILE CEILING IN ALL SPACES AS SCHEDULED. VERIFY OBSTRUCTIONS PRIOR TO INSTALLING THE GRID. IF ANY OBSTRUCTIONS ARE LOCATED THAT WOULD ALTER THE DEISGN NOTIFY THE ARCHITECT IMMEDIATELY. ADJUST OTHER DIMENSIONS AS REQUIRED TO FOLLOW CEILING HEIGHT.

5 SOME PORTIONS OF THE WORK MAY REQUIRE TEMPORARY REMOVAL OF EXISTING CEILING TILE R GRID IN LOCATIONS ADJACENT TO THE WORK. REMOVE AS REQUIRED AND PATCH/REPAR ANY CEILINGS AFFECTED BY THE WORK TO MATCH EXISTING.

6 ALL CEILING AND WALL MOUNTED ITEMS FINAL LOCATION TO BE VERIFIED WITH AND APPROVED BY THE ARCHITECT.

GENERAL ROOFING NOTES:

1 INSTALL ROOF AS PER MANUFACTURERS STANDARD DETAILS AND RECOMMENDATIONS AND PROVIDE AND INSTALL ALL NECESSARY FLASHING, BOOTS, SEALANTS, ETC. AS REQUIRED TO ENSURE WATER TIGHT SEAL OF ENTIRE ROOF SYSTEM.

2 COLOR OF ALL ITEMS TO BE APPROVED BY ARCHITECT PRIOR TO ORDERING/INSTALLING INCLUDING BUT NOT LIMITED TO FLASHING, TRIM, FASCIA, SOFFIT, DOWNSPOUT, GUTTER, ETC.

3 NOT ALL ROOF PENETRATIONS HAVE BEEN SHOWN. SEE MECH AND PLUMB DRAWINGS FOR ADDITIONAL INFORMATION.

4 NOT ALL CONDITIONS HAVE BEEN DETAILED. INSTALL FLASHING, COUNTER FLASHING, TERMINATION BARS, AND OTHER ROOFING COMPONENTS AS RECOMMENDED BY ROOF MANUFACTURER AND AS REQUIRED TO ENSURE WATERTIGHT SEAL OF ROOF.

GENERAL FINISH NOTES:

1 SEE PROJECT MANUAL FOR SPECIFICATIONS ON MATERIALS AND RESPECTIVE TYPES LISTED AND FOR ALLOWANCES AS APPLICABLE.

2 WHERE PAINT IS CALLED FOR AT WALLS, ARCHITECT MAY SELECT UP TO TWO COLORS FOR USE IN EACH SPACE. (MAIN COLOR PLUS AN ACCENT COLOR FOR ONE OR MORE WALLS OR FEATURES)

3 WHERE LVT IS CALLED FOR, ARCHITECT MAY SELECT UP TO THREE (3) COLORS FOR USE IN EACH SPACE CONSIST OF A FIELD COLOR, BORDER COLOR AND ACCENT COLOR. EXACT PATTERN TO BE SELECTED BY OWNER.

4 TRANSITION STRIPS (IF REQUIRED) TO BE PROVIDED AS FOLLOWS: INSTALLATION MUST MEET ADA TRANSITION GUIDELINES. SUBMIT MANUFACTURER'S FULL RANGE TO ARCHITECT FOR COLOR SELECTION.

5 FINISH AT BOTTOM OF GYPSUM BOARD CEILING TO BE SMOOTH FINISH. PAINT COLOR TO BE SELECTED BY ARCHITECT.

6 ALL FLOORING CHANGES TO OCCUR AT CENTER OF DOOR LEAF IF THERE IS NO DOOR THEN MATERIAL CHANGE TO OCCUR AT MIDPOINT OF JAMB WIDTH.

7 INSTALL INTERIOR CONTROL JOINTS IN GYPSUM BOARD WALLS AND CEILINGS. WALLS AND CEILINGS WITHOUT PERIMETER RELIEF INSTALL JOINTS A MAXIMUM OF 30 FEET AND WITH PERIMETER RELIEF A MAXIMUM OF 50 FEET.

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DATE: 1/17
PROJECT NO: 23-35
REVISION

GENERAL NOTES

SCALE:
DRAWN BY: Author
CHECKED BY: Checker

A0.1

KEYED DEMOLITION NOTES:

1. EXISTING DOORS TO BE REFINISHED.
2. EXISTING INTERIOR PARTITION OR PORTION OF INTERIOR PARTITION TO BE REMOVED.
3. EXISTING INTERIOR WINDOW TO BE DEMOLISHED.
4. REMOVE ALL EXISTING WALL AND CEILING MOUNTED ITEMS, INCLUDING BUT NOT LIMITED TO EXIT SIGNS, MECHANICAL GRILLES, LIGHTS, SWITCH/OUTLET COVERS, SIGNAGE, SMOKE DETECTORS, SPEAKERS, CAMERAS, ETC. AS REQUIRED TO INSTALL NEW WORK.
5. REMOVE EXISTING FINISHES, INCLUDING BUT NOT LIMITED TO FLOORING, BASEBOARDS, CEILING TILE/GRID, ETC. AS REQUIRED TO INSTALL NEW WORK.
6. REMOVE EXISTING MILLWORK AND FURNITURE AS REQUIRED TO INSTALL NEW WORK.
7. EXISTING DOORS TO BE DEMOLISHED

DEMO PARTITION LEGEND:

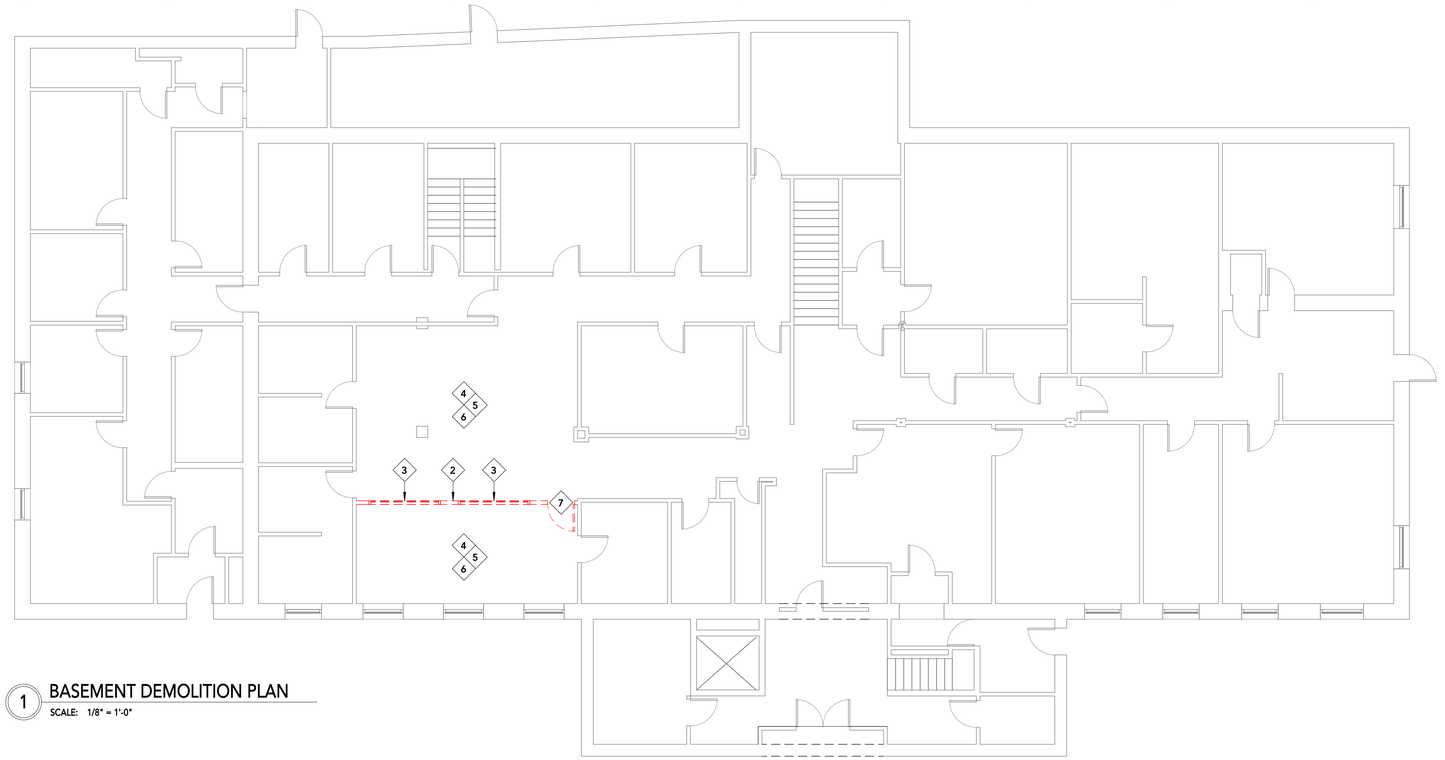
EXISTING TO BE REMOVED (CONSTRUCTION VARIES). DEMOLISH ONLY AS REQUIRED TO INSTALL NEW WORK

EXISTING TO REMAIN (CONSTRUCTION VARIES). PROTECT FROM DAMAGE. PATCH/REPAIR TO NATURAL JOINTS WITH MATERIALS TO MATCH EXISTING AS REQUIRED TO PERFORM NEW WORK.

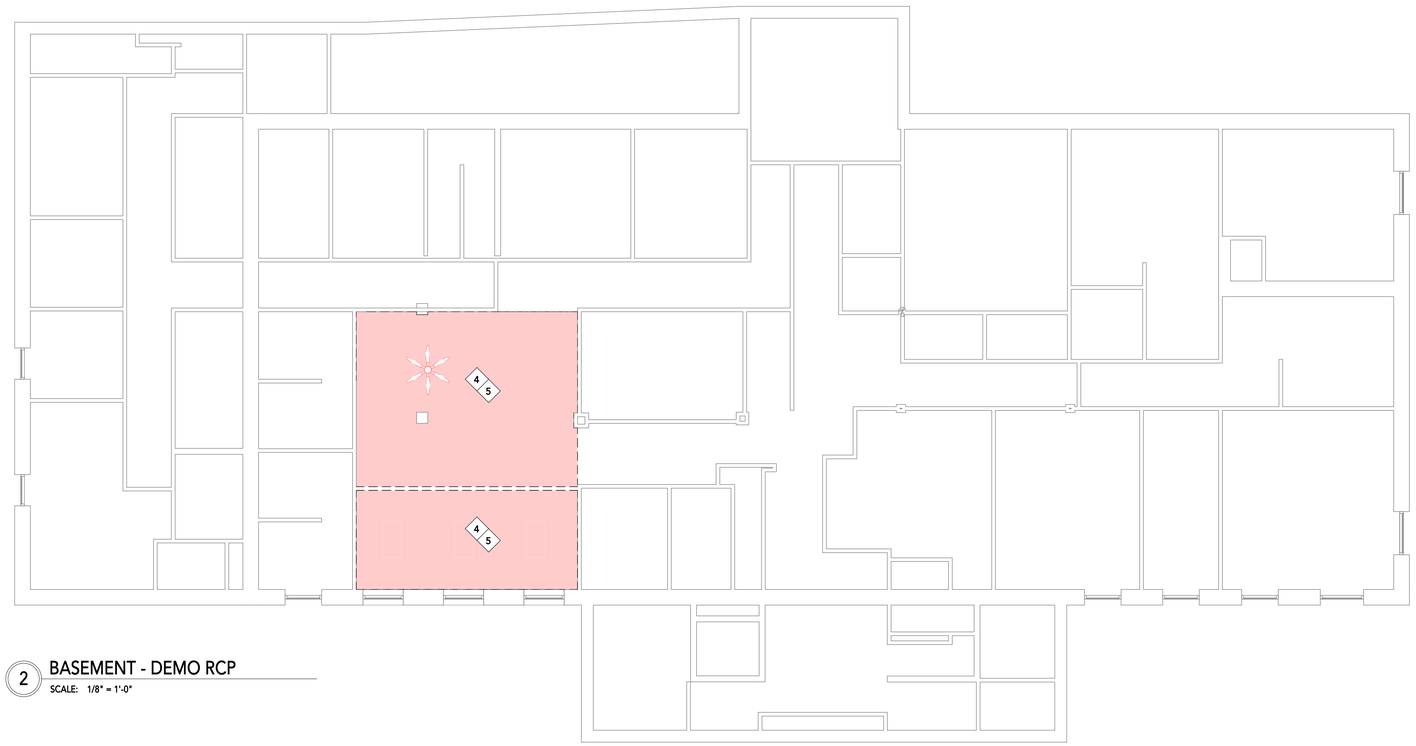
DEMO RCP LEGEND:

EXISTING TO BE REMOVED (CONSTRUCTION VARIES). DEMOLISH ONLY AS REQUIRED TO INSTALL NEW WORK

EXISTING TO REMAIN (CONSTRUCTION VARIES). PROTECT FROM DAMAGE. PATCH/REPAIR TO NATURAL JOINTS WITH MATERIALS TO MATCH EXISTING AS REQUIRED TO PERFORM NEW WORK.



1 BASEMENT DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



2 BASEMENT - DEMO RCP
SCALE: 1/8" = 1'-0"

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BASEMENT DEMOLITION PLAN

SCALE:	As indicated
DRAWN BY:	Author
CHECKED BY:	Checker

A1.0

SYMBOL LEGEND:

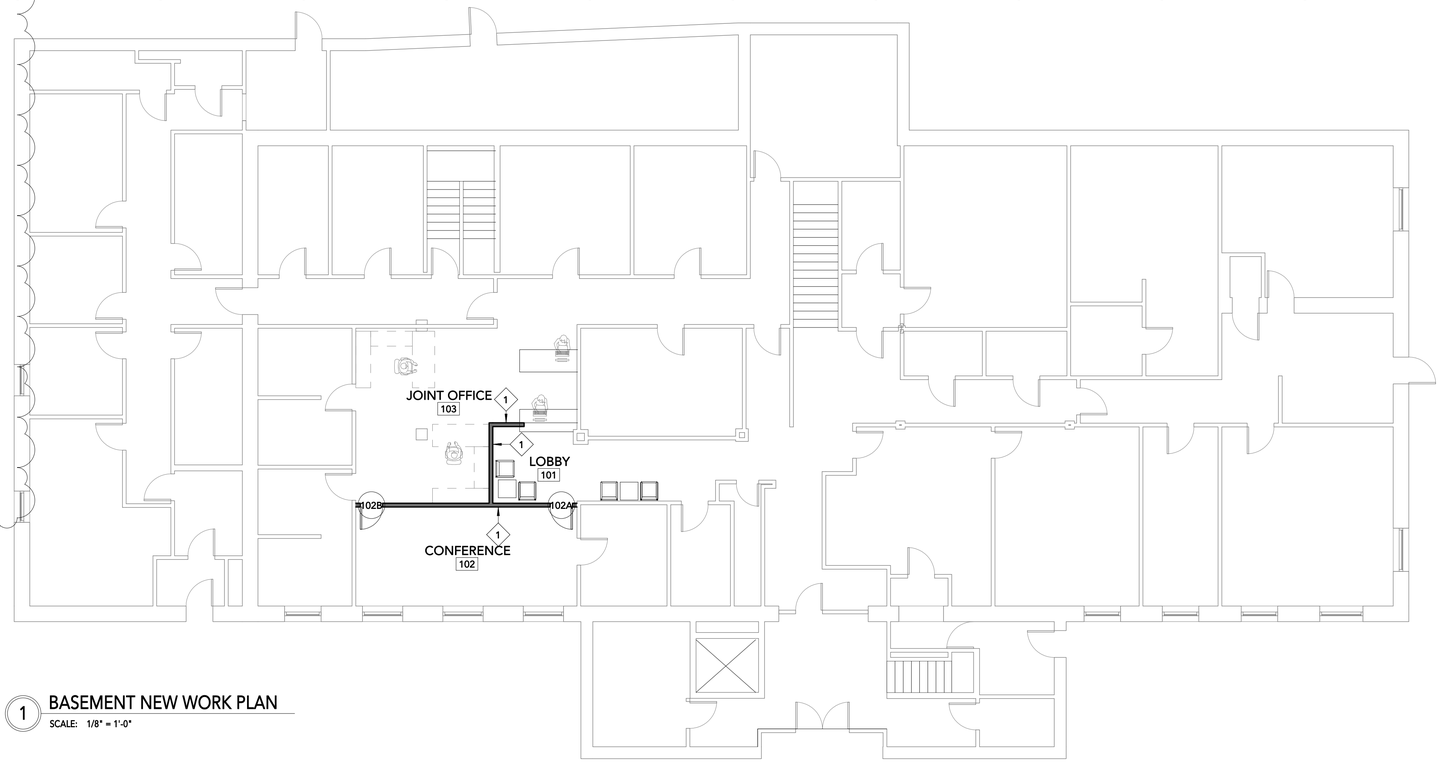
- 1 — KEYED WORK NOTE
- 101B — DOOR TAG
- ROOM 101 — ROOM TAG
- 1 / 1 A101 1 / 1 — ELEVATION TAG
- X / AX.X — DETAIL HEAD
- SIM / 1 / A101 — SECTION HEAD
- A — WINDOW ELEVATION TAG
- 1 — RAILING ELEVATION TAG

CEILING LEGEND:

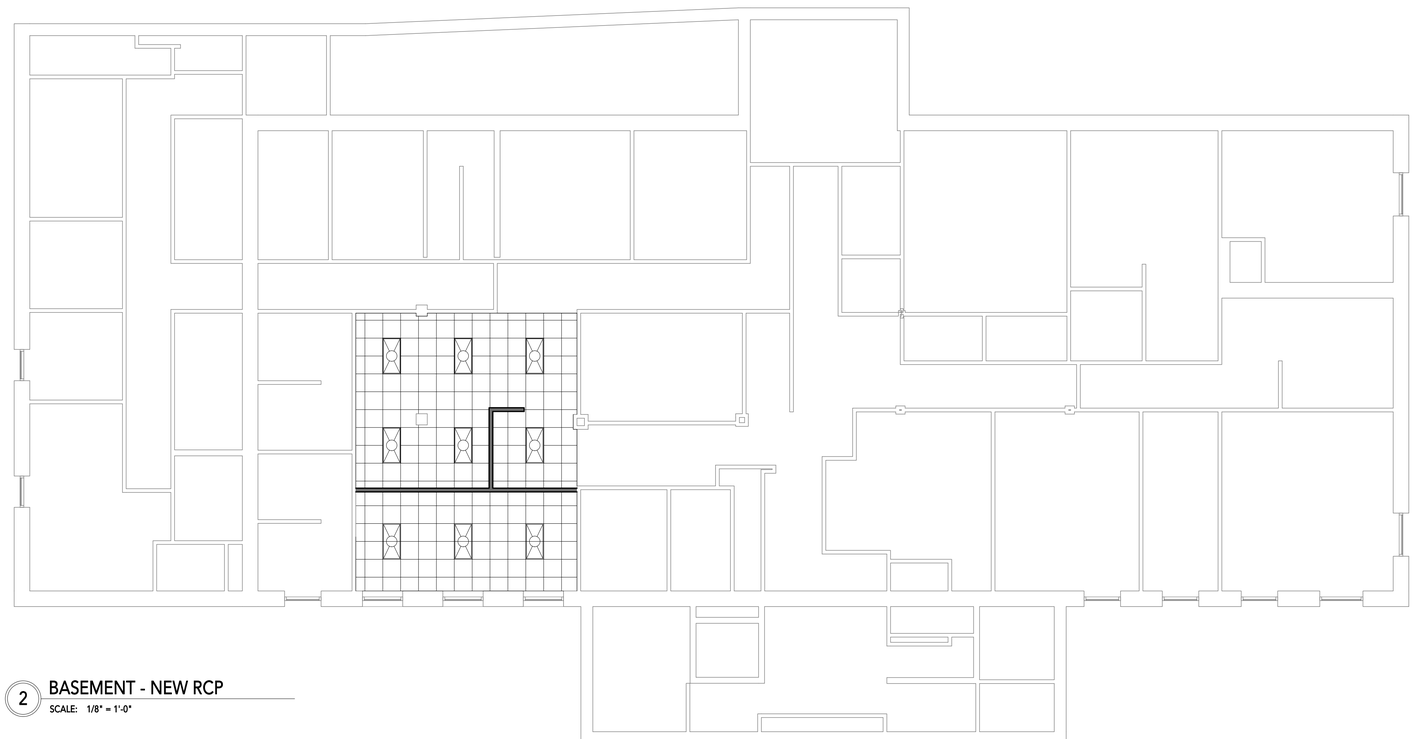
- OPEN TO STRUCTURE ABOVE
- ACOUSTICAL LAY-IN CEILING TILE
- 2X2 LED TROFFER LIGHT FIXTURE
- 2X4 LED TROFFER LIGHT FIXTURE
- AIR SUPPLY DIFFUSER
- AIR RETURN DIFFUSER / EXHAUST
- EXIT — EXIT SIGN / EMERGENCY LIGHT COMBO

WALL LEGEND:

1 **NEW WALL:** NEW 2X4 CONSTRUCTION PARTITION WALL.



1 BASEMENT NEW WORK PLAN
SCALE: 1/8" = 1'-0"



2 BASEMENT - NEW RCP
SCALE: 1/8" = 1'-0"

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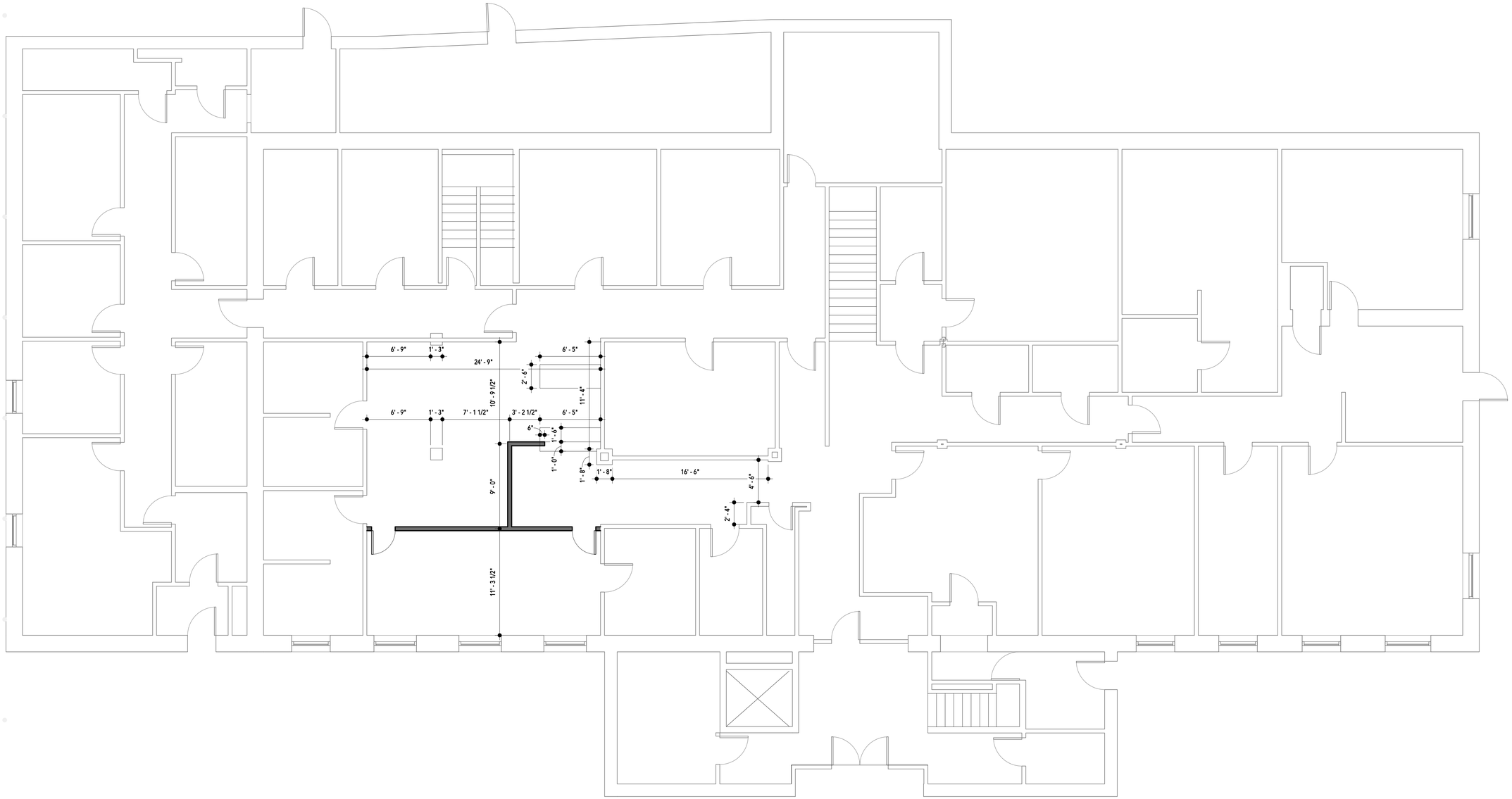
BASEMENT NEW WORK PLAN

SCALE:	As indicated
DRAWN BY:	Author
CHECKED BY:	Checker

A1.1



1 FIRST FLOOR
SCALE: 3/16" = 1'-0"

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BASEMENT DIMENSION PLAN

SCALE: 3/16" = 1'-0"
DRAWN BY: Author
CHECKED BY: Checker

A1.2

KEYED DEMOLITION NOTES:

1. EXISTING DOORS TO BE REFINISHED.
2. EXISTING INTERIOR PARTITION OR PORTION OF INTERIOR PARTITION TO BE REMOVED.
3. EXISTING WINDOW TRIM TO BE DEMOLISHED AND REBUILT IN ITS ENTIRITY.
4. REMOVE ALL EXISTING WALL AND CEILING MOUNTED ITEMS, INCLUDING BUT NOT LIMITED TO EXIT SIGNS, MECHANICAL GRILLES, LIGHTS, SWITCH/OUTLET COVERS, SIGNAGE, SMOKE DETECTORS, SPEAKERS, CAMERAS, ETC. AS REQUIRED TO INSTALL NEW WORK.
5. REMOVE EXISTING FINISHES, INLCUDING BUT NOT LIMITED TO FLOORING, BASEBOARDS, CEILING TILE/GRID, ETC. AS REQUIRED TO INSTALL NEW WORK.
6. REMOVE EXISTING MILLWORK AND FURNITURE AS REQUIRED TO INSTALL NEW WORK.
7. EXISTING WINDOW TRIM TO BE REFINISHED
8. EXISTING DOORS TO BE DEMOLISHED

DEMO PARTITION LEGEND:

EXISTING TO BE REMOVED (CONSTRUCTION VARIES). DEMOLISH ONLY AS REQUIRED TO INSTALL NEW WORK

EXISTING TO REMAIN (CONSTRUCTION VARIES). PROTECT FROM DAMAGE. PATCH/REPAIR TO NATURAL JOINTS WITH MATERIALS TO MATCH EXISTING AS REQUIRED TO PERFORM NEW WORK.

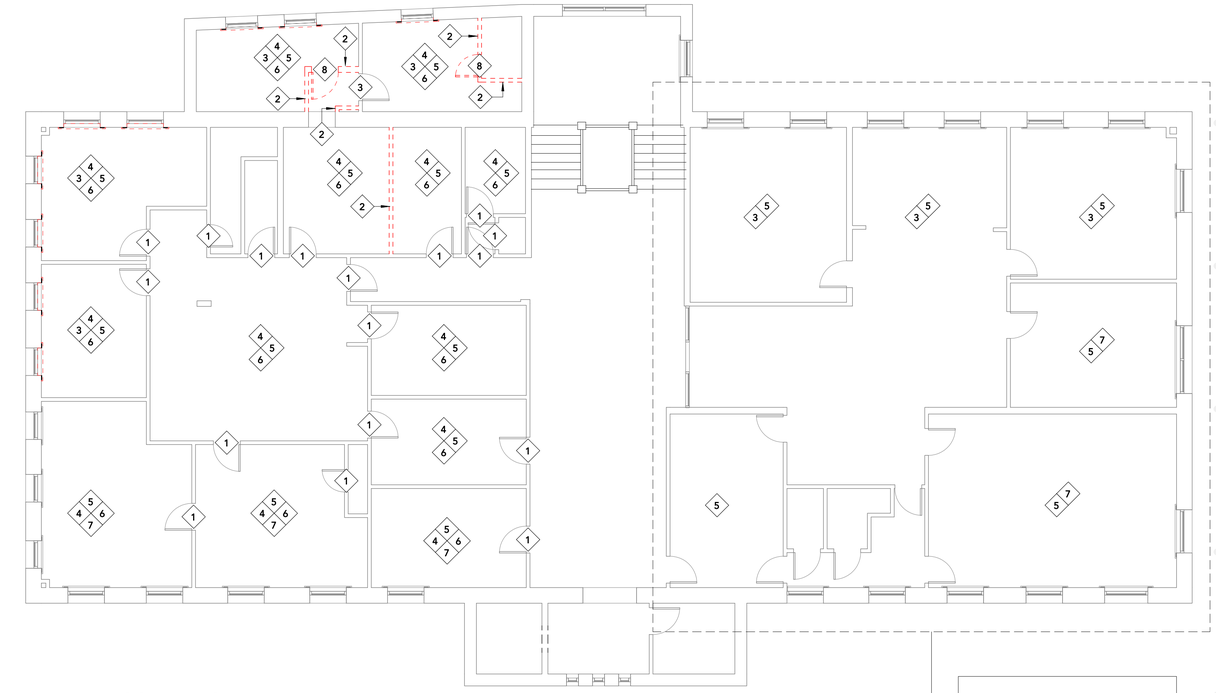
DEMO RCP LEGEND:

EXISTING TO BE REMOVED (CONSTRUCTION VARIES). DEMOLISH ONLY AS REQUIRED TO INSTALL NEW WORK

EXISTING TO REMAIN (CONSTRUCTION VARIES). PROTECT FROM DAMAGE. PATCH/REPAIR TO NATURAL JOINTS WITH MATERIALS TO MATCH EXISTING AS REQUIRED TO PERFORM NEW WORK.

ADDITIVE ALTERNATE #2:

ALL WORK ASSOCIATED WITH DEMOLITION AND REPLACEMENT OF EXISTING FINISHES INCLUDING BUT NOT LIMITED TO FLOOR FINISH, TRIM, WALL FINISH, AND WINDOW REPAIR.



1 THIRD FLOOR - DEMO
SCALE: 1/8" = 1'-0"

2 THIRD FLOOR - DEMO RCP
SCALE: 1/8" = 1'-0"

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THIRD FLOOR DEMOLITION PLAN

SCALE:	As indicated
DRAWN BY:	Author
CHECKED BY:	Checker

A1.3

SYMBOL LEGEND:

- 1 — KEYED WORK NOTE
- 101B — DOOR TAG
- ROOM 101 — ROOM TAG
- 1 / 1 A101 1 / 1 — ELEVATION TAG
- X / AX.X — DETAIL HEAD
- 1 SIM / A101 — SECTION HEAD
- A — WINDOW ELEVATION TAG
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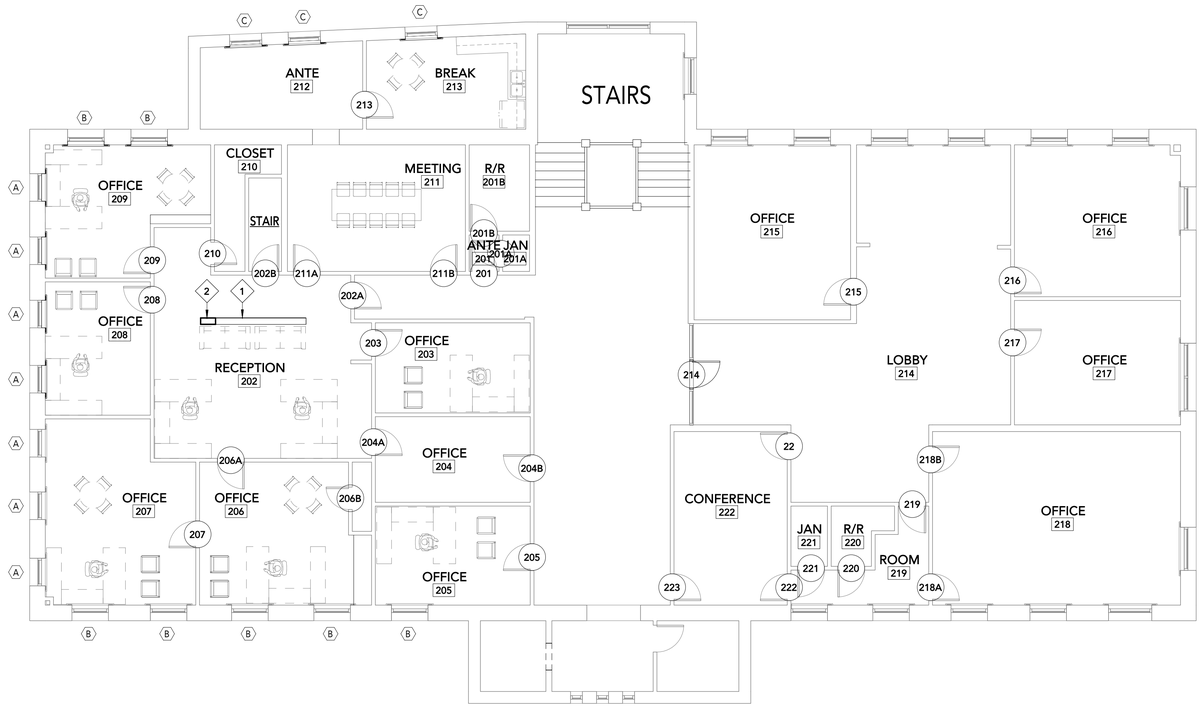
CEILING LEGEND:

- OPEN TO STRUCTURE ABOVE
- ACOUSTICAL LAY-IN CEILING TILE
- 2X2 LED TROFFER LIGHT FIXTURE
- 2X4 LED TROFFER LIGHT FIXTURE
- AIR SUPPLY DIFFUSER
- AIR RETURN DIFFUSER / EXHAUST
- EXIT — EXIT SIGN / EMERGENCY LIGHT COMBO

WALL LEGEND:

1 **NEW HALF WALL:**
NEW WALL 8 3/4" @ 34" HIGH.

2 **GYPSUM WRAPPED COLUMN:**
EXISTING COLUMN TO BE WRAPPED WIHT GYPSUM WALL BOARD UP TO CEILING TO BE INTEGRATED INTO NEW HALF WALL.



1 THIRD FLOOR - NEW WORK FLOOR PLAN
SCALE: 1/8" = 1'-0"

2 THIRD FLOOR - NEW WORK RCP
SCALE: 1/8" = 1'-0"

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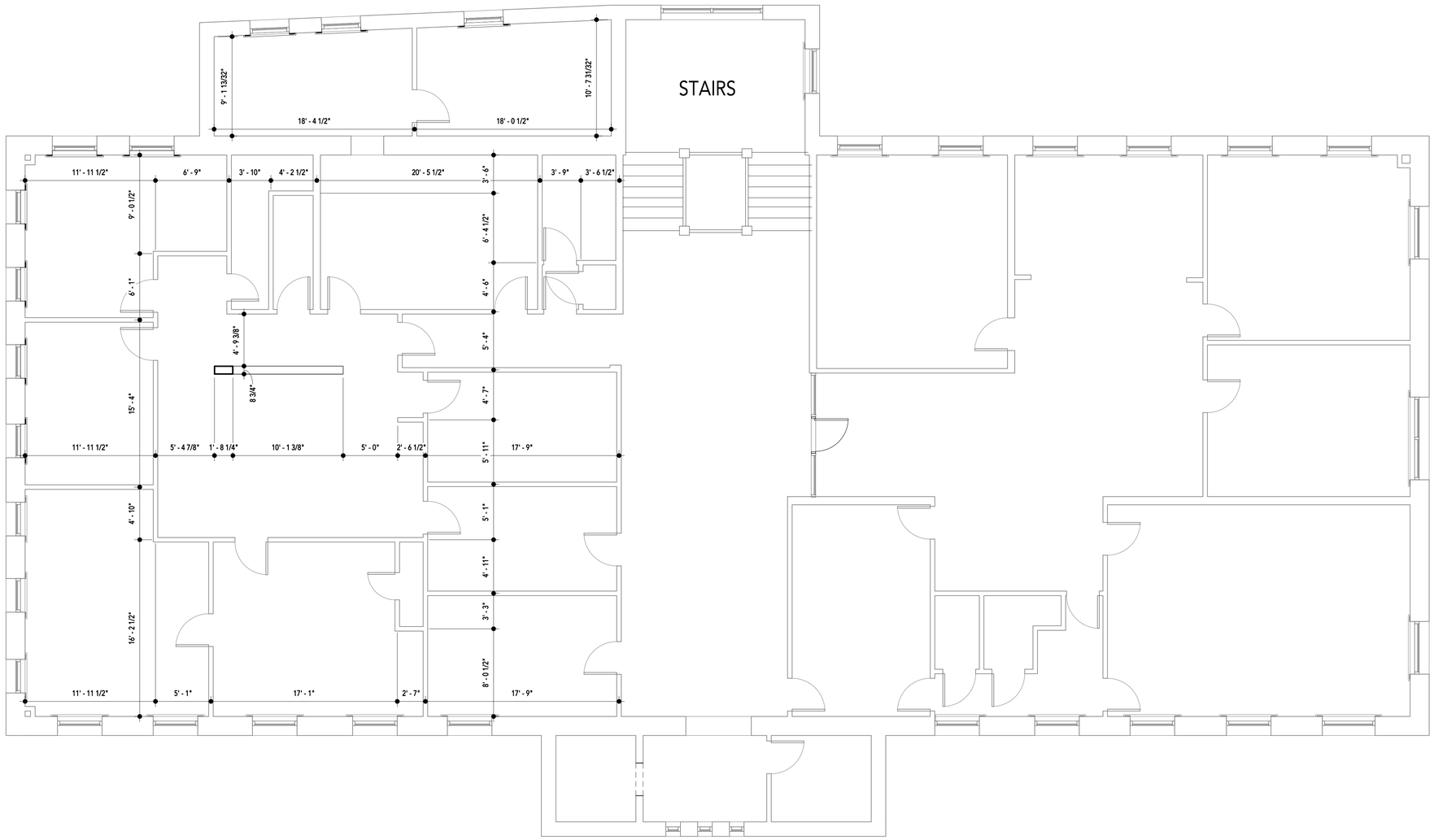
THIRD FLOOR NEW WORK PLAN

SCALE:	As indicated
DRAWN BY:	Author
CHECKED BY:	Checker

A1.4



1 THIRD FLOOR
SCALE: 3/16" = 1'-0"

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THIRD FLOOR DIMENSION PLAN

SCALE:	3/16" = 1'-0"
DRAWN BY:	Author
CHECKED BY:	Checker

A1.5

KEYED DEMOLITION NOTES:

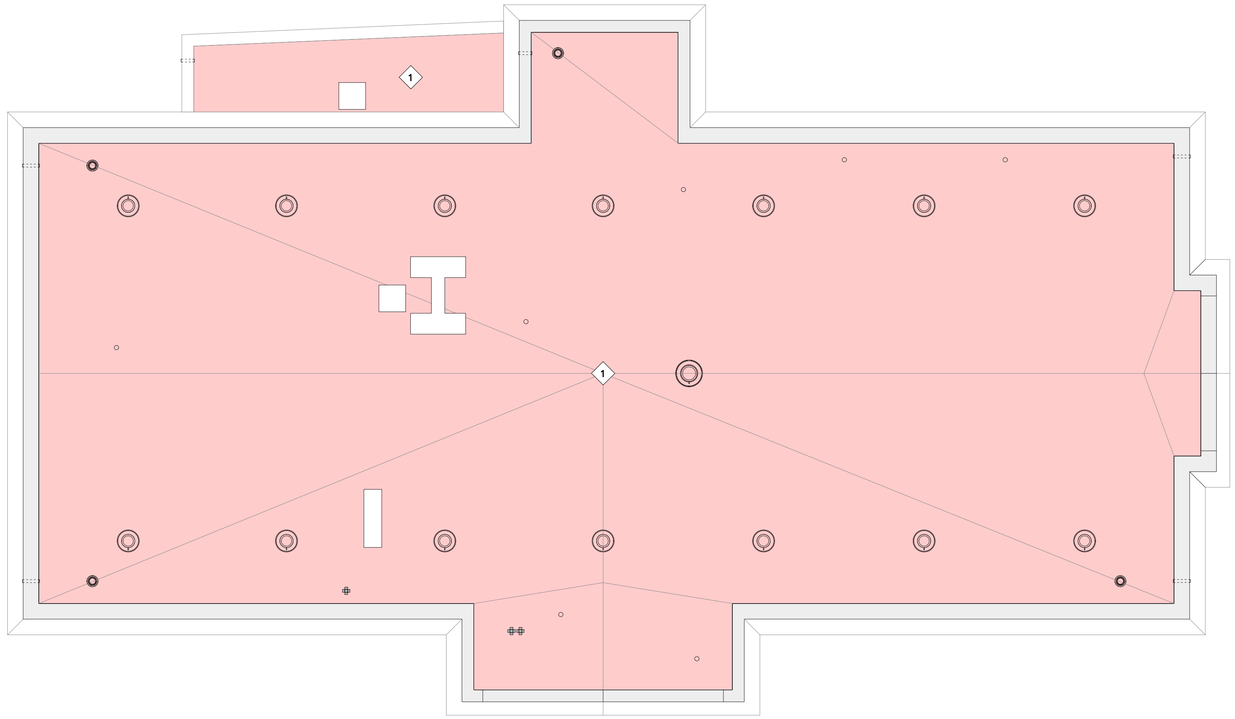
1. REMOVE EXISTING ROOFING MEMBRANE(S) DOWN TO COVER BOARD/SUBSTRATE. REMOVE/REPLACE DAMAGED COVER BOARD/SUBSTRATE AS REQUIRED (SEE UNIT PRICING). ALL EXISTING ROOF PENETRATIONS TO REMAIN.
2. REMOVE EXISTING SCUPPER, COLLECTION BOX, AND DOWNSPOUT IN THEIR ENTIRETY TO BE REPLACED IN PROJECT SCOPE.
3. REMOVE EXISTING ROOFING MATERIAL ON PARAPET OVERHANGS DOWN TO SUBSTRATE. REMOVE DOWNSPOUT PENETRATIONS THAT ARE LOCATED WITHIN PARAPET OVERHANGS.
4. REMOVE DAMAGED AND/OR RUSTED PORTIONS OF DECORATIVE MOULDING LOCATED UNDER PARAPET OVERHANGS. REMOVAL TO OCCUR IN LINEAL FEET OF DECORATIVE MOULDING ASSEMBLY. UNIT PRICING TO REFLECT LINEAR FEET OF ENTIRE MOULDING ASSEMBLY. SEE NEW WORK ROOF PLAN AND DETAIL FOR ADDITIONAL INFORMATION.

ADDITIVE ALTERNATE #1:

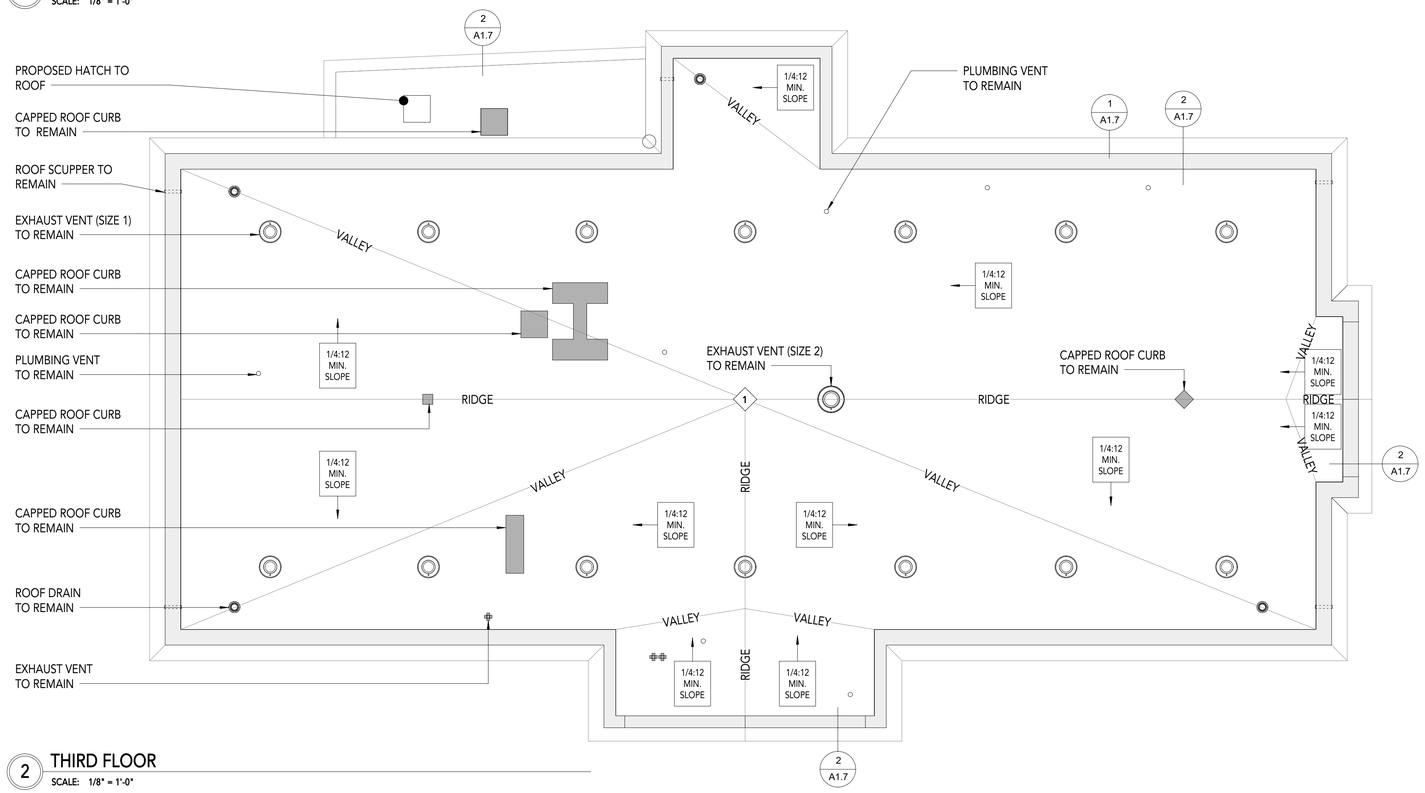
REMOVE EXISTING ROOF DOWN TO DECK & REPAIR ANY DAMAGED DECKING (SEE UNIT PRICING). INSTALL NEW UNDERLAYMENT & THERMOPLASTIC ROOF OVER THE EXISTING DECK. INSTALL NEW BOOTS & FLASHING AT ALL EXISTING ROOF PENETRATIONS TO REMAIN. REPAIR/REPLACE DAMAGED SCUPPERS, ROOF DRAINS, AND EMERGENCY DRAINS. CLEAR ROOF DRAINS AND ALL ASSOCIATED PIPES OF DIRT/DEBRIS TO ENSURE ADEQUATE ROOF DRAINAGE. ANY AREAS THAT PRESENT THE POTENTIAL FOR 'PONDING' SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AS SOON AS THEY ARE DISCOVERED.

KEYED WORK NOTES:

1. INSTALL NEW TPO ROOFING MEMBRANE OVER EXISTING ROOF COVER BOARD/SUBSTRATE. REPLACE ANY DAMAGED COVER BOARD/SUBSTRATE AS REQUIRED TO INSTALL NEW ROOF (SEE UNIT PRICING). ENSURE ROOF PITCH PROVIDES POSITIVE DRAINAGE TO EXISTING SCUPPERS; BUILD-UP ROOF SLOPES TO ACHEIVE A MINIMUM OF 1/4:12 SLOPE. ALL EXISTING ROOF PENETRATIONS TO REMAIN AND RECEIVE NEW ROOF FLASHING.
2. INSTALL NEW ROOF SCUPPER, COPPER COLLECTION BOX, AND COPPER DOWNSPOUT. SEE EXISTING IMAGES FOR REFERENCE. MATERIAL DIMENSIONS, FINISHES, SIZES, AND PROFILES **MUST** MATCH EXISTING.
3. **ROOF OVERHANG:** INSTALL NEW TPO ROOFING MEMBRANE OVER EXISTING SUBSTRATE AT PARAPET OVERHANG. INSTALL NEW PENETRATION FLASHING WHERE DOWNSPOUTS PENETRATE OVERHANGS. SEE EXISTING IMAGES FOR REFERENCE.
4. **DECORATIVE MOULDING:** REPAIR/REPLACE EXISTING DECORATVIE MOLDING LOCATED UNDER PARAPET OVERHANGS THAT MAY BE DAMAGED AND/OR RUSTED. SEE DETAIL FOR INFORMATION REGARDING RESTORATION PROCESS AND PROFILES. PROVIDE UNIT PRICING FOR LINEAR FOOT OF THE FULL ASSEMBLY OF DECORATIVE MOLDING TO BE REPLACED.



1 THIRD FLOOR
SCALE: 1/8" = 1'-0"



2 THIRD FLOOR
SCALE: 1/8" = 1'-0"

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ROOF PLAN

SCALE: **1/8" = 1'-0"**
DRAWN BY: **Author**
CHECKED BY: **Checker**

A1.6

FULL ROOF

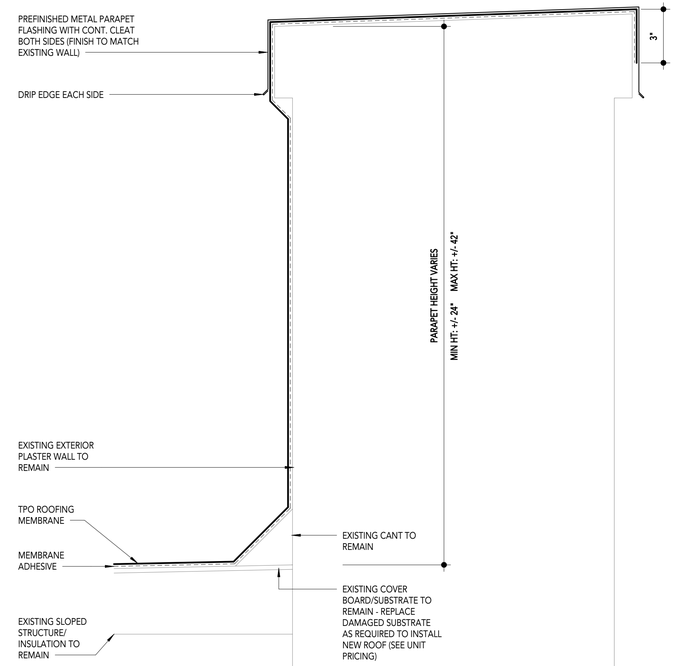
WEST SIDE OF ROOF

EAST SIDE OF ROOF

NORTH SIDE OF ROOF

SOUTH SIDE OF ROOF

FULL LOWER LEVEL ROOF

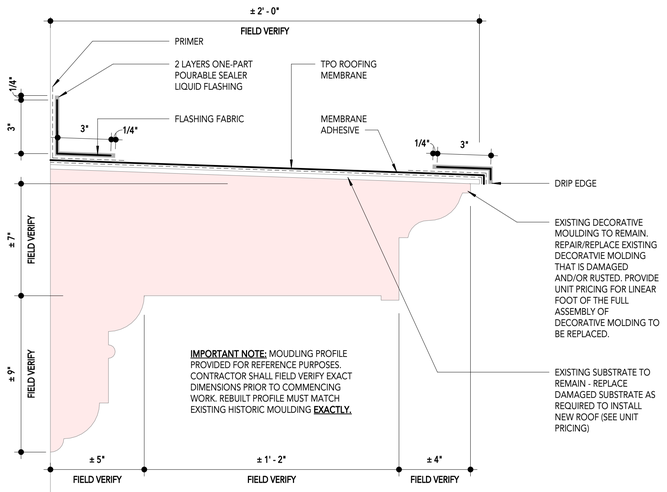


2 ROOF PARAPET

SCALE: 3" = 1'-0"

DECORATIVE MOULDING RESTORATION PROCESS:

1. REMOVE DAMAGED OR RUSTED PORTION OF DECORATIVE MOULDING DOWN TO EXISTING SUBSTRATE.
2. DECORATIVE MOULDING TO BE REBUILT USING WOOD, PVC, OR BRAKE METAL TO ENSURE A SEAMLESS, UNDETECTABLE TRANSITION FROM EXISTING MOULDING TO NEWLY CONSTRUCTED MOULDING.
3. REPAINT MOULDING TO A NATURAL JOINT, SEAM, OR CORNER TO AVOID VISUAL DETECTION ONCE REPLACED.



1 ROOF OVERHANG

SCALE: 3" = 1'-0"

NORTH SIDE OF LOWER ROOF

SOUTH SIDE OF LOWER ROOF

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DETAILS AND IMAGES

SCALE: **3" = 1'-0"**

DRAWN BY: **Author**

CHECKED BY: **Checker**

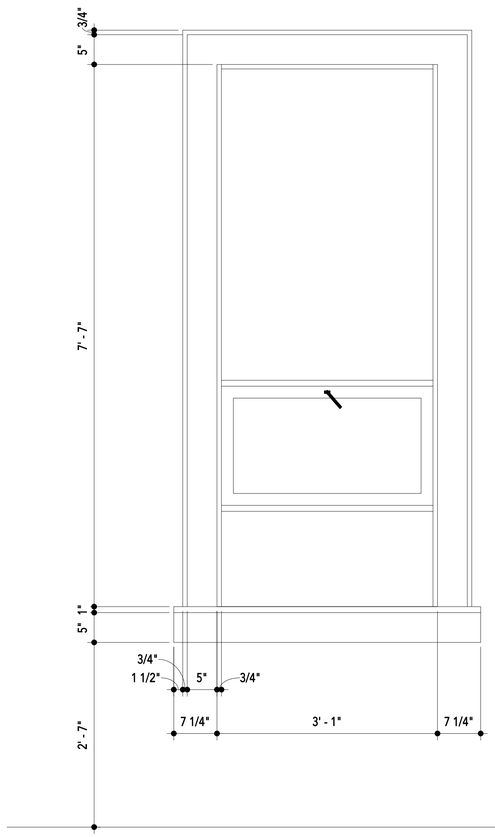
A1.7

DOOR SCHEDULE

NO.	TYPE	DOOR SIZE		DOOR CONST.		DOOR FINISH		FRAME CONST.		FRAME FINISH		COMMENTS
		WIDTH	HEIGHT	MTL. GA.	WD.	TRANS.	PNT.	MTL. GA.	WD.	ANOD.	PNT.	
102A		2' - 6"	7' - 0"		X	X			X			
102B		2' - 6"	7' - 0"		X	X			X			
201		3' - 0"	7' - 0"		X	X			X			REFINISH
201A		3' - 0"	7' - 0"		X	X			X			REFINISH
201B		3' - 0"	7' - 0"		X	X			X			REFINISH
202A		3' - 0"	7' - 0"		X	X			X			REFINISH
202B		3' - 0"	7' - 0"		X	X			X			REFINISH
203		3' - 0"	7' - 0"		X	X			X			REFINISH
204A		3' - 0"	7' - 0"		X	X			X			REFINISH
204B		3' - 0"	7' - 0"		X		X		X			REPAINT
205		3' - 0"	7' - 0"		X	X			X			REFINISH
206A		3' - 0"	7' - 0"		X	X			X			REFINISH
206B		2' - 6"	7' - 0"		X	X			X			REFINISH
207		3' - 0"	7' - 0"		X		X		X			REPAINT
208		3' - 0"	7' - 0"		X	X			X			REFINISH
209		3' - 0"	7' - 0"		X	X			X			REFINISH
210		2' - 6"	7' - 0"		X	X			X			REFINISH
211A		3' - 0"	7' - 0"		X	X			X			REFINISH
211B		3' - 0"	7' - 0"		X	X			X			REFINISH
213		3' - 0"	7' - 0"		X	X			X			REFINISH
214		3' - 0"	7' - 3"									EXISTING TO REMAIN
215		3' - 0"	7' - 0"		X	X			X			REFINISH
216		3' - 0"	7' - 0"		X	X			X			REFINISH
217		3' - 0"	7' - 0"		X	X			X			REFINISH
218A		3' - 0"	7' - 0"		X	X			X			REFINISH
218B		3' - 0"	7' - 0"		X	X			X			REFINISH
219		3' - 0"	7' - 0"		X	X			X			EXISTING TO REMAIN
220		3' - 0"	7' - 0"		X	X			X			EXISTING TO REMAIN
221		3' - 0"	7' - 0"		X	X			X			EXISTING TO REMAIN
222		3' - 0"	7' - 0"		X	X			X			REFINISH
223		3' - 0"	7' - 0"		X	X			X			REFINISH

FINISH SCHEDULE

NO.	NAME	FLOOR	BASE	WALL	CEILING
101	LOBBY	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
102	CONFERENCE	CARPET TILE	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
103	JOINT OFFICE	CARPET TILE	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
201	ANTE	LVT / LVP	1X8 STAIN GRADE BASE	EPOXY PAINT	LAT
201A	JAN	LVT / LVP	1X8 STAIN GRADE BASE	EPOXY PAINT	LAT
201B	R/R				
202	RECEPTION	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
203	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
204	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
205	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
206	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
207	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
208	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
209	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
210	CLOSET	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
211	MEETING	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
212	ANTE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
213	BREAK	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
214	LOBBY	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
215	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
216	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
217	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
218	OFFICE	LVT / LVP	1X8 STAIN GRADE BASE	LATEX PAINT	LAT
219	ROOM				
220	R/R				
221	JAN				
222	CONFERENCE	CARPET TILE	1X8 STAIN GRADE BASE	LATEX PAINT	LAT



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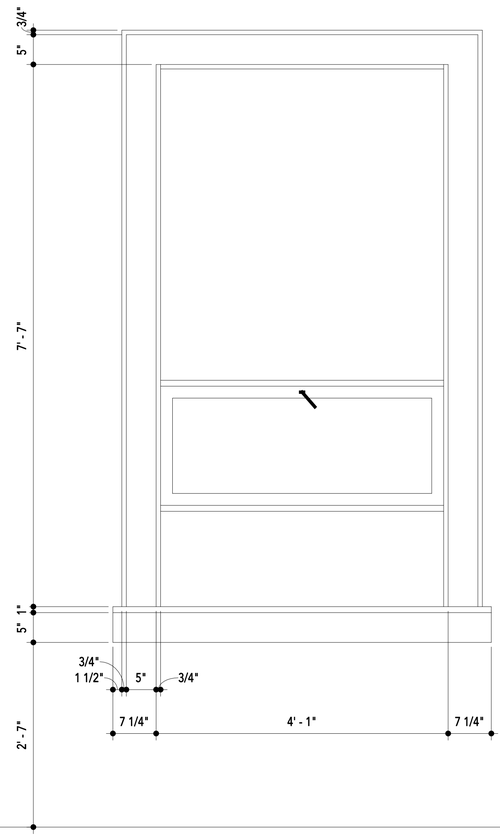
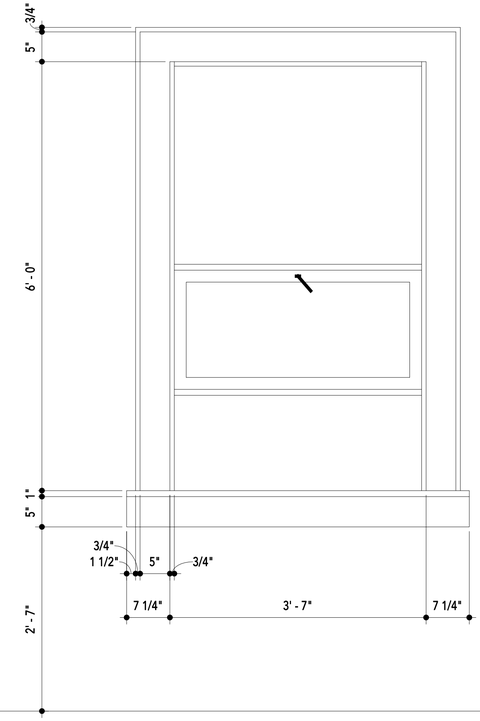


B



C

verb architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
HATTIESBURG CITY HALL RENOVATIONS
200 FORREST STREET, HATTIESBURG, MS 39401

NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE: 1/17
PROJECT NO: 23-35
REVISION

OPENINGS & SCHEDULES

SCALE: 1" = 1'-0"
DRAWN BY: Author
CHECKED BY: Checker

A3.0

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve Specifications and Authorize publication of an advertisement for term bid #2, repair and rehab of city streets.**
File Number: 2024-494
Minute Book #

Summary

Recommendation Statement
I recommend approval to authorize.

Please place this on the September 17, 2024 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, October 17, 2024, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgmsbids.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

. Electronic bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662)407-0193.

ITEM #2 Repair and Rehabilitation of Streets for the City of Hattiesburg.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of September 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 9-26-24 & 10-3-24

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, September 14, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above. Specifications and procedures can be downloaded from Plan House at www.hattiesburgmsbids.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

. Electronic bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662)407-0193.

ITEM #2 Repair and Rehabilitation of Streets for the City of Hattiesburg.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 22 day of August 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 8-24-23 & 8-31-23

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 17, 2024**

Re: **Addendum to the claims docket for invoice payable to Motorola Solutions, in the amount of $61,425.00.**
File Number: 2024-495
Minute Book #

Summary

Recommendation Statement
I recommend the addition of this invoice to the claims docket for approval.

Please place this on the September 17, 2024 City Council meeting for consideration.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING SEPTEMBER 13, 2024

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	MOTOROLA SOLUTIONS	17/12/2024	N/A	LICENSE & SOFTWARE WARRANTIES	9/12/24	1000962	61,425.00

TOTAL 61,425.00

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: September 17, 2024

RE: **Additional claims**

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

Thank you.

Memorandum

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

From:

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve the minutes for the September 3 & 13, 2024 meetings of the City Council.**
File Number: 2024-458
Minute Book #

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

Recommendation Statement
I recommend approval of the minutes.

Please place this on the September 17, 2024 City Council meeting for consideration.

Published Agenda

Tuesday, September 3, 2024 | **City Council** | **Council Chambers**
4:00 PM | **Tuesday Meeting Agenda** | **200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Public Hearing

1. **2024-436** Hold a Public Hearing for an appeal as requested by Douglas Miller, petitioner, requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. The Planning Commission recommended upholding the decision of the Urban Development Director.

2. **2024-419** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Hold Public Hearing Memo - CE 09 03 2024
1. 105 Saucier Dr Case History
2. 309 Magnolia Ave Case History
3. 711 Claiborne Ave Case History
4. 717 New Orleans St Case History
5. 814 Atlanta St Case History
6. 814 Grace Ave Case History
7. 906 Short 7th St Case History
8. 1100 Coit St Case History
9. 1220 Dewey St Case History
10. 303 S 13th Ave Case History
11. 117 E Scooba St Case History
12. 231 May Ave Case History
13. 423 E Scooba St Case History
Dismissal Memo - 231 May Ave

3. **2024-443** Hold Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Presentation Agenda

Citizens' Forum

- **Agenda Adjustments – Add Routine Item #10 at the request of the Administration as follows:**

10. **2024-448** Acknowledge bids received August 29, 2024 for the Midtown Streetscape Project and reject all bids received; Authorize for re-advertisement of bids.

POLICY AGENDA

1. **2024-422** Approve the minutes for the August 19, 20 & 23, 2024 meetings of the City Council.

2. **2024-437** Approve the Planning Commission recommendation to deny the petition by Douglas Miller, petitioner, to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. This recommendation is being appealed.

3. **2024-420** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

4. **2024-425** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

5. **2024-444** Adopt a Resolution for final approval of the Motor Vehicle Assessment Schedule for fiscal Year 2024-2025.

6. **2024-426** Adopt a Resolution approving the revised obligation of the City's ARPA funds for the Lincoln Rd Stormwater Retention Facility Phase 1 project; Authorizing the execution of a construction contract with Walter's Construction for the same; and for related purposes.

7.	**2024-423**	Approve Lighting Agreements with Mississippi Power Company for additional street lighting for a monthly increase of $50.22 and authorize the Mayor to execute the same.
8.	**2024-423**	Acknowledge bids received June 20th, 2024 for the Lincoln Road Detention Pond and accept the bid from Walters Construction Company, Inc in the amount of $4,791,444.00; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.
9.	**2024-417**	Acknowledge receipt of closing documents for the Water Plant 1 Ph II Project; Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the project and payment of Final Pay Application to the Hemphill Construction Co.
10.	**2024-431**	Acknowledge receipt of closing documents for the FTA Sidewalks Hardy St.-Kamper Park project and authorize publication of the Notice of Settlement, payment of the final pay application to the contractor, and final acceptance of the project.
11.	**2024-375**	Take from the table; Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize the Mayor to execute and issuance of manual check. (Tabled from the August 20, 2024 Council meeting).
12.	**2024-447**	Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2024; authorize the Council President to execute the same.
13.	**2024-438**	Approve an Agreement between the City of Hattiesburg and the United States Department of Justice, Drug Enforcement Administration (DEA),to provide funding for administrative assistance to the Hattiesburg DEA Taskforce and authorize the Mayor to execute any and all necessary documents for the same.
14.	**2024-440**	Approve Renewal Agreement with CivicPlus for agenda management software, for a term beginning October 1, 2024 through September 30, 2025 and authorize the Mayor to execute the same.
15.	**2024-433**	Declare repairs to the Hattiesburg Train Depot in the amount of $359,330.00 as an emergency purchase due to damages caused by a train in accordance with MS Code 31-7-13 (f).

ROUTINE AGENDA

1.	**2024-266**	Acknowledge receipt of the two-quote docket.
2.	**2024-439**	Acknowledge receipt of and approve the amended 2024 budget of the Hattiesburg Convention Commission.
3.	**2024-365**	Acknowledge receipt of and approve the 2025 budget of the Hattiesburg Convention Commission.
4.	**2024-432**	Acknowledge receipt of FY 2023 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.
5.	**2024-434**	Acknowledge receipt of the 2023-2024 End-of-Year Report for the University of Southern Mississippi Symphony & Opera Community & Educational Outreach Program.
6.	**2024-429**	Approve the 2024 Annual Action Plan for the City of Hattiesburg and authorize submission to the U S Department of Housing and Urban Development (HUD).
7.	**2024-435**	Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Water Department.
8.	**2024-418**	Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
9.	**2024-430**	Approve claims docket for the period ending August 31, 2024.

5:30 p.m: Public Hearing on the proposed budget and proposed tax levies for FYE 2025.

Hold Public Hearing on the proposed budget and proposed tax levies for fiscal year 2025 at 5:30 p.m. in Council Chambers at City Hall.

AGENDA ITEMS

1.	**2024-442**	Adopt Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

In Memoriam:

- **Ms. Robin Barber Banks**
- **Mrs. Jan Doebler Lacy**

Meeting Adjourn

****

Call to Order

Public Hearing

BE IT REMEMBERED that the Hattiesburg City Council held a **public hearing at 4:00 p.m. Tuesday, September 3, 2024**, in Council Chambers at City Hall, for an appeal as requested by Douglas Miller, petitioner, requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. The Planning Commission recommended upholding the decision of the Urban Development Director.

Those present included Mayor Toby Barker (in at 4:18 p.m.) and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President George called the meeting to order, **opened the Public Hearing at 4:03 p.m.** and explained the procedures.

1. **2024-436** Hold a Public Hearing for an appeal as requested by Douglas Miller, petitioner, requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. The Planning Commission recommended upholding the decision of the Urban Development Director.

**Note: Due to technicalities, Council President George proceeded with the next Public Hearing.*

Public Hearing – Unsafe Properties

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:07 p.m., September 3, 2024**, in Council Chambers at City Hall, pursuant to order adopted August 6, 2024, at Minute Book 2023 Page 66, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

2. **2024-419** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Hold Public Hearing Memo - CE 09 03 2024
1. 105 Saucier Dr Case History
2. 309 Magnolia Ave Case History
3. 711 Claiborne Ave Case History
4. 717 New Orleans St Case History
5. 814 Atlanta St Case History
6. 814 Grace Ave Case History
7. 906 Short 7th St Case History
8. 1100 Coit St Case History
9. 1220 Dewey St Case History
10. 303 S 13th Ave Case History
11. 117 E Scooba St Case History
12. 231 May Ave Case History
13. 423 E Scooba St Case History
Dismissal Memo - 231 May Ave

Code Enforcement Manager, Charles Copeland, presented the properties to be considered. Mr. Copeland recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

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

- Case #1 - 105 Saucier Drive - Takesha Jenkins, property owner's daughter
- Case # 2 - Jewel Pate, property owner
- Case #7 - 906 Short 7th Street - Frank Calloway, property owner
- Case #8 - 1100 Coit Street - Katie McGee
- Case #9 - 1220 Dewey Street - Elaine Harper, caretaker of property owner
- Case #12 - 231 May Avenue - dismissal requested

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

Council Vice President Ware requested Case # 2–309 Magnolia Drive be dismissed also due to similar reasons to Case #12 being dismissed.

By unanimous consent, Council President George **closed the public hearing at 4:28 p.m. and proceeded back with Public Hearing for the Appeal**.

Public Hearing – Appeal

Council President George **re-opened the Public Hearing for the Appeal at 4:29 p.m.** and explained the procedures.

1. **2024-436** Hold a Public Hearing for an appeal as requested by Douglas Miller, petitioner, requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. The Planning Commission recommended upholding the decision of the Urban Development Director.

Cory Long, Planning Division Manager, presented an overview history of the case.

After Mr. Long's overview, the Appellant, Attorney Douglas Miller, presented an overview on appeal on behalf of the Property Owner, Kenneth Thronson.

Council President George asked the public if there were any citizens for or against the petition.

- Robert Laggins, spoke on behalf of the appeal.
- Cliff Brown, spoke on behalf of the appeal.
- James Moore, spoke on behalf of the appeal.

- Buddy Morrow, spoke on behalf of the appeal.
- Ed Langton, spoke on behalf of the appeal.
- David Dearman, spoke on behalf of the appeal.

There were no other citizens who wished to speak for or against the petition.

Council President George asked the Appellant for rebuttal.

Pastor Ken Thronson presented a closing statement of the appeal.

By unanimous consent, Council President George **closed the public hearing at 5:22 p.m. and proceeded with the Public Hearing for the Motor Vehicle Assessment Fiscal Year 2024-2025**.

Public Hearing – Motor Vehicle Assessment Schedule

3. **2024-443** Hold Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Attachment: 2024_2025 Uniform Assessment Schedule FINAL 5.6.24

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing at 5:23 p.m. Tuesday, September 3, 2024**, in Council Chambers at City Hall, to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Council President George **opened the Public Hearing** and explained the procedures.

City Clerk, Kermas Eaton, presented an overview of the assessment schedule.

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

By unanimous consent, Council President George **closed the public hearing at 5:47 p.m. and recessed the meeting until 5:30 p.m. for the Proposed Budget Public Hearing.**

Public Hearing on the Proposed Budget and Proposed Tax Levies for FYE 2025

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on the Proposed Budget and Proposed Tax Levies for fiscal year 2024-2025 at 5:30 p.m. Tuesday, September 3, 2024**, in Council Chambers at City Hall.

Council President George **called the meeting to order and opened the Public Hearing at 5:30 p.m.**

1. **2024-441** Hold Public Hearing on the proposed budget and proposed tax levies for fiscal year 2025 at 5:30 p.m. in Council Chambers at City Hall.

Attachments: Notice of Public Hearing on Budget Tax Levy FY2025

Mayor Barker presented an opening statement of the proposed budget.

Followed by the Mayor's opening statement, Mr. Malcolm Berch, Chief Financial Officer provided a Power Point presentation on the 2024-2025 proposed budget.

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

Council President George **closed the hearing at 5:47 p.m. and re-opened the meeting to proceed with the regular Council meeting at 5:48 p.m.**

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Citizen's 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:

- Virginia Smith, 200 Tuscan Ave., Apt. A

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

Council Vice President Ware **closed the Citizen Forum**, and Council President George **proceeded with the Agenda Adjustments**.

Agenda Adjustments

The Clerk of Council read aloud the Agenda Adjustments as follows:

ADD Routine Item #10 at the request of the Administration as follows:

R-10. 2024-448 Acknowledge bids received August 29, 2024 for the Midtown Streetscape Project and reject all bids received; Authorize for re-advertisement of bids.

AND, two deletions off of the Claims Docket *(Routine Item #9):*

- **Purchase Order - #2404727** for the amount of $149.39
- **Purchase Order - #2404711** for the amount of $209.95

R-9. 2024-430 Approve claims docket for the period ending August 31, 2024.

Attachment: MEMO – Removal of Payments of Claims, 09-03-2024

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **ADD Routine Item #10** and to **DELETE two purchase orders on the claims docket *(Routine Item #9)*** at the request of the Administration as follows:

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. **2024-422** Approve the minutes for the August 19, 20 & 23, 2024 meetings of the City Council.

Attachments: 08-19-2024 AR, BP Mins.
08-20-2024 Mins.
08-23-2024 SC Mins.

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to **APPROVE** the minutes for the August 19, 20 & 23, 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. **2024-437** Approve the Planning Commission recommendation to deny the petition by Douglas Miller, petitioner, to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. This recommendation is being appealed.

Attachments: A1 - Staff Summary - 408 Broadway Drive
A2 Image Sheet - 408 Broadway Drive
01 Lighthouse Rescue Mission Inc - Pre-app APPLICATION
02 Lighthouse Rescue Mission - Pre- App Notes
03 Questions from applicant regarding use designation
04 Response to applicant on questions
05 Appeal Form
Exhibit A-2
Exhibit A-3
Exhibit A-4
Exhibit A-1

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **TABLE** *(until September 17, 2024 Council Meeting)* the Planning Commission recommendation to deny the petition by Douglas Miller, petitioner, to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. This recommendation is being appealed.

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. **2024-420** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: Adopt Resolution to Condemn Memo - CE 09 03 2024
1. 105 Saucier Dr - Adopt Condemn Res Page
2. 309 Magnolia Ave - Adopt Condemn Res Page
3. 711 Claiborne Ave - Adopt Condemn Res Page
4. 717 New Orleans St - Adopt Condemn Res Page
5. 814 Atlanta St - Adopt Condemn Res Page
6. 814 Grace Ave - Adopt Condemn Res Page
7. 906 Short 7th St - Adopt Condemn Res Page
8. 1100 Coit St - Adopt Condemn Res Page
9. 1220 Dewey St - Adopt Condemn Res Page
10. 303 S 13th Ave - Adopt Condemn Res Page
11. 117 E Scooba St - Adopt Condemn Res Page
12. 231 May Ave - Adopt Condemn Res Page
13. 423 E Scooba St - Adopt Condemn Res Page
Dismissal Memo - 231 May Ave

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT RESOLUTIONS (#2024-114-125)** condemning the following properties as unclean and a menace to the health and safety of the community; with the dismissal of the following properties: 309 Magnolia Ave. and 231 May Ave.

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. **2024-425** 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.

Attachments: Adjudication Memo - CE 09/03/2024
1. 2504 Arcadia St Adjudication Resolution
2. 100 Warwick Adjudication Resolution
3. 305 JC Killingsworth Dr Adjudication Resolution
4. 515 E 5th St Adjudication Resolution
5. Parcel 2-029H-03-099.00 Adjudication Resolution
6. 815 Fairley St Adjudication Resolution
7. 709 Fairley St Adjudication Resolution
8. 702 Short 9th St Adjudication Resolution
9. 704 Short 9th St Adjudication Resolution
10. 8 Bonnie St Adjudication Resolution
11. 6 Bonnie St Adjudication Resolution
12. (7) Bonnie St Adjudication Resolution
13. 0 Bouie St Adjudication Resolution
14. 1001 Fairley St Adjudication Resolution

A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to **ADOPT RESOLUTIONS (#2024-126-139)** 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.

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. **2024-444** Adopt a Resolution for final approval of the Motor Vehicle Assessment Schedule for fiscal Year 2024-2025.

Attachment: Motor Veh Resolution to adopt

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT A RESOLUTION (#2024-140)** for final approval of the Motor Vehicle Assessment Schedule for fiscal Year 2024-2025.

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

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

Nays: 0

6. **2024-426** Adopt a Resolution approving the revised obligation of the City's ARPA funds for the Lincoln Rd Stormwater Retention Facility Phase 1 project; Authorizing the execution of a construction contract with Walter's Construction for the same; and for related purposes.

Attachments: Resolution Approving Lincoln Rd (Phase I) Construction Contract (ARPA)
ARPA Resolution - Lincoln Ph. I - Exhibits

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT A RESOLUTION (#2024-141)** approving the revised obligation of the City's ARPA funds for the Lincoln Road Stormwater Retention Facility Phase 1 project; Authorizing the execution of a construction contract with Walter's Construction for the same; and for related purposes.

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

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

Nays: 0

7. **2024-423** Approve Lighting Agreements with Mississippi Power Company for additional street lighting for a monthly increase of $50.22 and authorize the Mayor to execute the same.

Attachments: Authorization Letter E 5th St
Authorization Letter Ferguson Alley

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to **APPROVE** Lighting Agreements with Mississippi Power Company for additional street lighting for a monthly increase of $50.22 and **AUTHORIZE** the Mayor to execute the same.

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

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

Nays: 0

8. **2024-423** Acknowledge bids received June 20th, 2024 for the Lincoln Road Detention Pond and accept the bid from Walters Construction Company, Inc in the amount of $4,791,444.00; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

Attachments: Recommendation Award (Walter's Construction)
Bid Tab List Lincoln Rd Detention Pond
Bid Looks Good Services for Lincoln Rd Detention Pond
Bid T L Wallace Construction Inc for Lincoln Rd Detention Pond
Bid Walker Construction LLC for Lincoln Detention Pond
Bid Kelley Brothers Contractors Inc for Lincoln Rd Detention Pond
Bid Walter's Construction for Lincoln Rd Detention Pond
Bid Dunn Roadbuilders LLC for Lincoln Rd Detention Pond

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ACKNOWLEDGE** bids received June 20th, 2024 for the Lincoln Road Detention Pond and **ACCEPT** the bid from Walters Construction Company, Inc in the amount of $4,791,444.00; and **AUTHORIZE** the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

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. **2024-417** Acknowledge receipt of closing documents for the Water Plant 1 Ph II Project; Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the project and payment of Final Pay Application to the Hemphill Construction Co.

Attachment: 1273-W015.2_pay application #8 & Final

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ACKNOWLEDGE** receipt of closing documents for the Water Plant 1 Ph II Project; **AUTHORIZE** Advertisement for Final Settlement; Authorize Final Acceptance of the project and payment of Final Pay Application to the Hemphill Construction Co.

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. **2024-431** Acknowledge receipt of closing documents for the FTA Sidewalks Hardy St.-Kamper Park project and authorize publication of the Notice of Settlement, payment of the final pay application to the contractor, and final acceptance of the project.

Attachments: Notice of Final Settlement - FTA Sidewalk Project
Closing Documents - FTA Sidewalks Hardy-Kamper Pk

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to **ACKNOWLEDGE** receipt of closing documents for the FTA Sidewalks Hardy St.-Kamper Park project and **AUTHORIZE** publication of the Notice of Settlement, payment of the final pay application to the contractor, and final acceptance of the project.

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

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

Nays: 0

11. **2024-375** Take from the table; Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize the Mayor to execute and issuance of manual check. (Tabled from the August 20, 2024 Council meeting).

Attachment: DYB Exchange Club - Revised Agreement24

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **TAKE FROM THE TABLE**; an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. *(Tabled from the August 20, 2024 Council meeting)*.

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 Brown to **APPROVE** an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; **AUTHORIZE** the Mayor to execute and issuance of manual check.

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

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

Nays: 0

12. **2024-447** Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2024; authorize the Council President to execute the same.

Attachment: City of Hattiesburg Engagement Letter

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2024; **AUTHORIZE** the Council President to execute the same.

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

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

Nays: 0

13. **2024-438** Approve an Agreement between the City of Hattiesburg and the United States Department of Justice, Drug Enforcement Administration (DEA),to provide funding for administrative assistance to the Hattiesburg DEA Taskforce and authorize the Mayor to execute any and all necessary documents for the same.

Attachments: DEA Task Force Agreement Administrative position
OJP Form 4061

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** an Agreement between the City of Hattiesburg and the United States Department of Justice, Drug Enforcement Administration (DEA), to provide funding for administrative assistance to the Hattiesburg DEA Taskforce and **AUTHORIZE** the Mayor to execute any and all necessary documents 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

14. **2024-440** Approve Renewal Agreement with CivicPlus for agenda management software, for a term beginning October 1, 2024 through September 30, 2025 and authorize the Mayor to execute the same.

Attachment: HattiesburgMS renewal for agenda management software

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** Renewal Agreement with CivicPlus for agenda management software, for a term beginning October 1, 2024 through September 30, 2025 and **AUTHORIZE** the Mayor to execute the same.

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

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

Nays: 0

15. **2024-433** Declare repairs to the Hattiesburg Train Depot in the amount of $359,330.00 as an emergency purchase due to damages caused by a train in accordance with MS Code 31-7-13 (f).

Attachments: Documents 1of 2
Documents 2of2

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **DECLARE** repairs to the Hattiesburg Train Depot in the amount of $359,330.00 as an emergency purchase due to damages caused by a train in accordance with MS Code 31-7-13 (f).

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 Vice President Ware and seconded by Council Member Carroll 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. **2024-266** Acknowledge receipt of the two-quote docket.

Attachment: September 3, 2024 Council Agenda

2. **2024-439** Acknowledge receipt of and approve the amended 2024 budget of the Hattiesburg Convention Commission.

Attachment: 2024 HCC Amended Budget

3. **2024-365** Acknowledge receipt of and approve the 2025 budget of the Hattiesburg Convention Commission.

Attachment: 2025 HCC Proposed Budget

4. **2024-432** Acknowledge receipt of FY 2023 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.

Attachments: Exp Report 1 of 3
Exp Report 2 of 3
Exp Report 3 of 3

5. **2024-434** Acknowledge receipt of the 2023-2024 End-of-Year Report for the University of Southern Mississippi Symphony & Opera Community & Educational Outreach Program.

Attachment: 2023-2024 Year End Report

6. **2024-429** Approve the 2024 Annual Action Plan for the City of Hattiesburg and authorize submission to the U S Department of Housing and Urban Development (HUD).

Attachments: 2024 Annual Action Plan 8.26.24
2024 AAP SF424 and CERTIFICATIONS 8.12.24

7. **2024-435** Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Water Department.

Attachments: Water Department Notice to Bidder
Item # 11 Chlorine Gas
Item #20 Furnish Labor
Item #26 Sanitary Sewer Line

8. **2024-418** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.

Attachments: Memo's (09-03-2024)
Receipts (09-03-2024)
Deeds (09-03-2024)

9. **2024-430** Approve claims docket for the period ending August 31, 2024.

Attachments: DOCKET 24.08.31
DT 24.08.31
MEMO - Removal of Payments of Claims, 09-03-2024

10. **2024-448** Acknowledge bids received August 29, 2024 for the Midtown Streetscape Project and reject all bids received; Authorize for re-advertisement of bids.

AGENDA ITEM

1. **2024-442** Adopt Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Attachments: Resolution tax levy FY 25

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT RESOLUTION (#2024-142)** levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

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*:

- *Ms. Robin Barber Banks*
- *Mrs. Jan Doebler Lacy*
- *Mr. Curtis Rogers*
- *Mr. Jimmy Hopkins*
- *Mr. Keith K'juth*

Meeting Adjourn

Council President George declared the **meeting adjourned at 6:04 p.m., this 3rd day of September, 2024**, by unanimous consent, until the 16th day of September, 2024.

ATTEST: **APPROVE:**

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

City Clerk **Mayor**

****

Published Agenda

Friday, September 13, 2024 | **City Council** | **Council Chambers**
9:00 AM | **Special Called Meeting Agenda** | **200 Forrest Street**

Call to Order and Declaration of a Special Called Meeting

Policy Items

1. **2024-465** Adopt a Resolution to adopt the budget for the City of Hattiesburg, Mississippi for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

2. **2024-463** Acknowledge Proclamation of Local Emergency due to Francine that occurred on September 10, 20204.

Meeting Recess

****

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 9:00 a.m. Friday, September 13, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on September 3, 2024.

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

Absent: Council Member Deborah Delgado, Ward 2.

Council Member Carroll Called the meeting to order and declared the Special Called Meeting.

The Agenda Items came before the Council.

Policy Items

1. **2024-465** Adopt a Resolution to adopt the budget for the City of Hattiesburg, Mississippi for the fiscal year beginning October 1, 2024 and ending September 30, 2025 and authorizing publication of the same.

Attachments: Resolution - budget adoption fy 2025
Budget fye 2025

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to ADOPT a RESOLUTION (#2024-143) to adopt the budget for the City of Hattiesburg, Mississippi for the fiscal year beginning October 1, 2024 and ending September 30, 2025 and authorizing publication of the same.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

2. **2024-463** Acknowledge Proclamation of Local Emergency due to Francine that occurred on September 10, 20204.

Attachments: Francine Proclamation

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Acknowledge Proclamation of Local Emergency due to Francine that occurred on September 10, 20204.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

Meeting Recess

Council Member Carroll declared the **meeting adjourned at 9:03 a.m., this 13th day of September, 2024**, by unanimous consent, until the 16th day of September, 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: **Nathan Satcher, Planner II, Cory Long, Planning Administrator**

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

Date: **Tuesday, September 17, 2024**

Re: **Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024. (Tabled from the August 20, 2024 Council meeting).**
File Number: 2024-258
Minute Book #

Summary
Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024.

Recommendation Statement
The Board of Adjustment recommended approval on July 3rd, 2024.

Please place this on the September 17, 2024 City Council meeting for consideration.

July 2024 BOA Item: B
Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer
Request for: **Sign Variance**

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
6054 US-98	051N-11-039.001	30851	3

Request: **Sign Variance - Minimum Frontage Requirement**

Purpose of Request: Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer requests a variance from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 US-98 Hardy Street. (PPIN 30851, Ward 3, Lamar County).

History / Background: The applicant met with staff regarding developing a parcel in the rear for a fast-food restaurant, “Big Chicken.” The site plan has been approved and permits have been issued for construction, having met all requirements for site plan approval for the B-5 zoning. Signage requires a separate permit and the property needs a minimum of 150 ft street frontage to establish a pole sign for the development.

Before the development of Aldi, and Aspen Dental, a minor subdivision was approved for three parcels in this location for the location. The lot for the proposed Big Chicken was noted to have limited street frontage, and would not qualify for a freestanding sign. A multi-tenant sign, however, could be permitted, which could include the signage for multiple tenants of the same project and contiguous parcels, and was presented as an option to the applicant.

Sign control and regulations are necessary to protect the beauty, character, economic, and aesthetic value of land, and to safeguard the safety, welfare, and public health of citizens. Minimum lot widths for freestanding signs are also in place to protect communities by preventing the establishment of

freestanding signs on narrow lots. These requirements help to avoid a cluttered landscape, ensuring that signage remains proportional and appropriate to the surroundings. Additionally, such regulations contribute to clear and effective communication, enhancing both the visual environment and the overall navigability of the area.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 10 **Table 10.1 Allowed Sign Types**

Table 10.1 Allowed Sign Types		
Type and Definition	Category	Illustrative Examples
Monument Sign – A sign suspended or supported by one or more uprights or braces anchored in the ground with no more than 30 inches clearance from the bottom of the sign to the ground below.	On-premises freestanding sign	
Pole Sign – A sign that is mounted on a freestanding pole or other support so that the bottom edge of the message area is six feet or more above grade.	On-premises freestanding sign	
Shopping Center and Multi-Tenant Sign – A freestanding sign that provides space for major tenants in a multi-tenant location, including shopping centers, to advertise their business. This sign type is regulated by Monument and/or Pole Sign dimensional requirements as applicable, Table 10.6-2.	On-premises freestanding sign	

Table 10.6-2 – Dimensional Requirements By Sign Type

July 2024 BOA Item: B
Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer
Request for: **Sign Variance**

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Freestanding					
Monument Sign	10'/None	All applicable zones except I-1 and I-2 – 50 square feet; For I-1 and I-2 – 72 square feet	5'	15'	1 per 500' of parcel street frontage /2 on corner lot (1 per street) with 150' min. frontage for any on premises freestanding sign; bottom edge of message area is min 18" and max 30" above ground; dimensions include multitenant signs
Pole Sign	35'/20'	For B-3 – 1square foot sign message area/1' street frontage up to 200 square feet B-5, I-1, I-2 – 2 square feet sign message area/1' street frontage up to 400 square feet	10'	15'	1 per 500' of parcel street frontage/2 on corner lot (1 per street) with 150' min. street frontage for any on premises freestanding sign; Bottom edge of message area is min. 6' above ground; dimensions include multitenant signs

SECTION 13 **DEFINITIONS**

Sign: Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public

Sign, Free Standing: Means any sign connected to the ground which is not an attached sign, inclusive of signs on movable objects, except signs on vehicles which are moving or are parked only temporarily. A freestanding sign may display on and off premise information

Sign, Multitenant Directory: A multitenant sign advertising a group or grouping of establishments originally developed as one project regardless of whether the development is under single or diverse ownership. This may include contiguous parcels part of a platted and developed office park, medical park, commercial center, or similar.

Present Zoning: B-5 Regional Business

Present Use: Vacant

Future Land Use: Regional Business Corridor/Regional Business

July 2024 BOA Item: B
Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer
Request for: **Sign Variance**

Surrounding Zoning: and Land Use:

North: B-5 Regional Business
South: B-5 Regional Business
East: B-5 Regional Business
West: B-5 Regional Business

Letters or Concerns stated:

Staff have not received any letters or concerns regarding this project as of June 26th, 2024.

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.

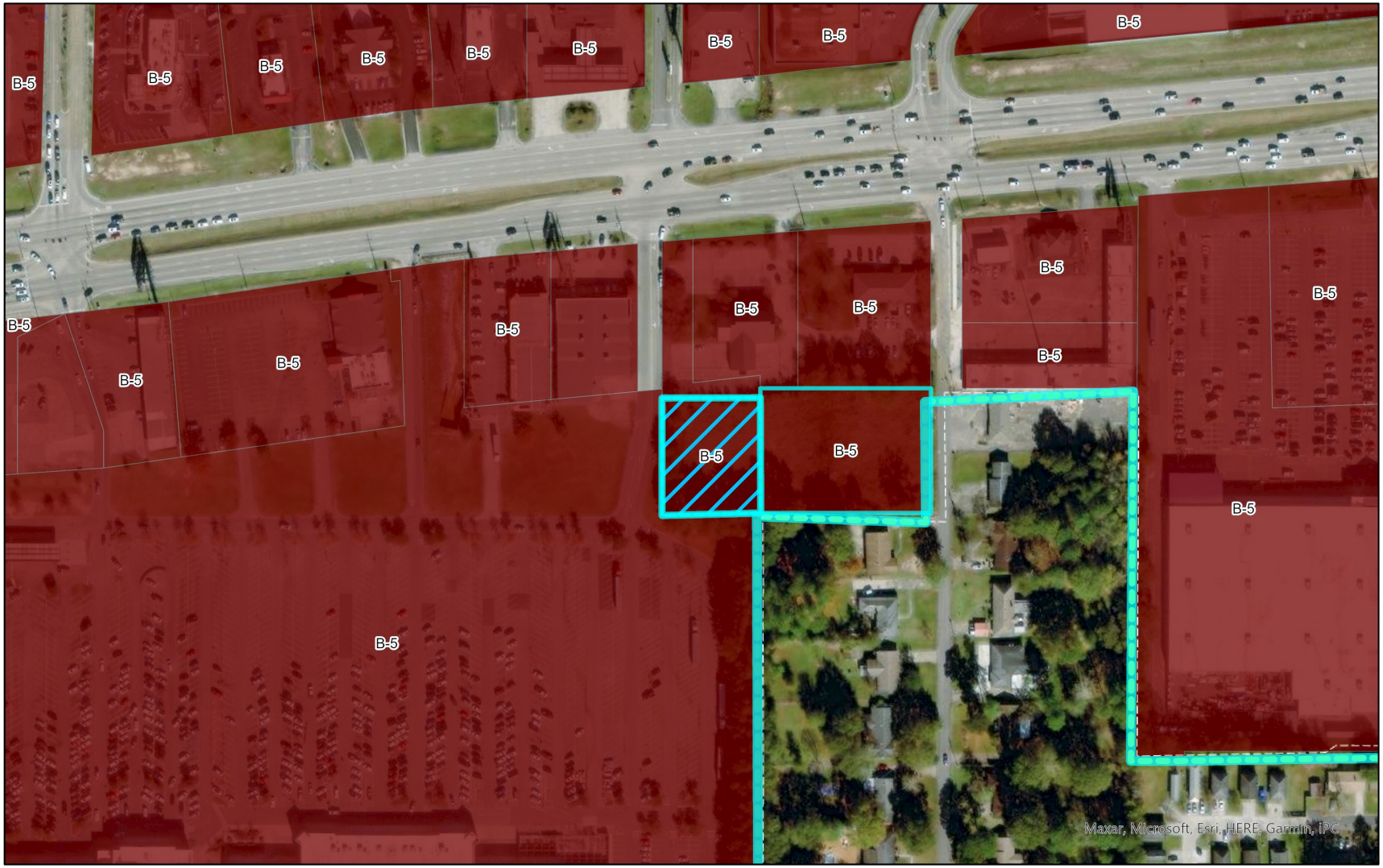
VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL

6054 US-98 — Sign Variance

Rocky Thornton, Owner, Joel Ford, Engineer

Requesting a variance from the minimum required frontage of 150 ft. for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 US-98. (PPIN 3851, Ward 3, Lamar County).



Zoning Map - Legend

Subject Property

B-5

Variance for Big Chicken
Freestanding Sign
PPIN: 30851
Flood Zone: X
Ward 3, Lamar County

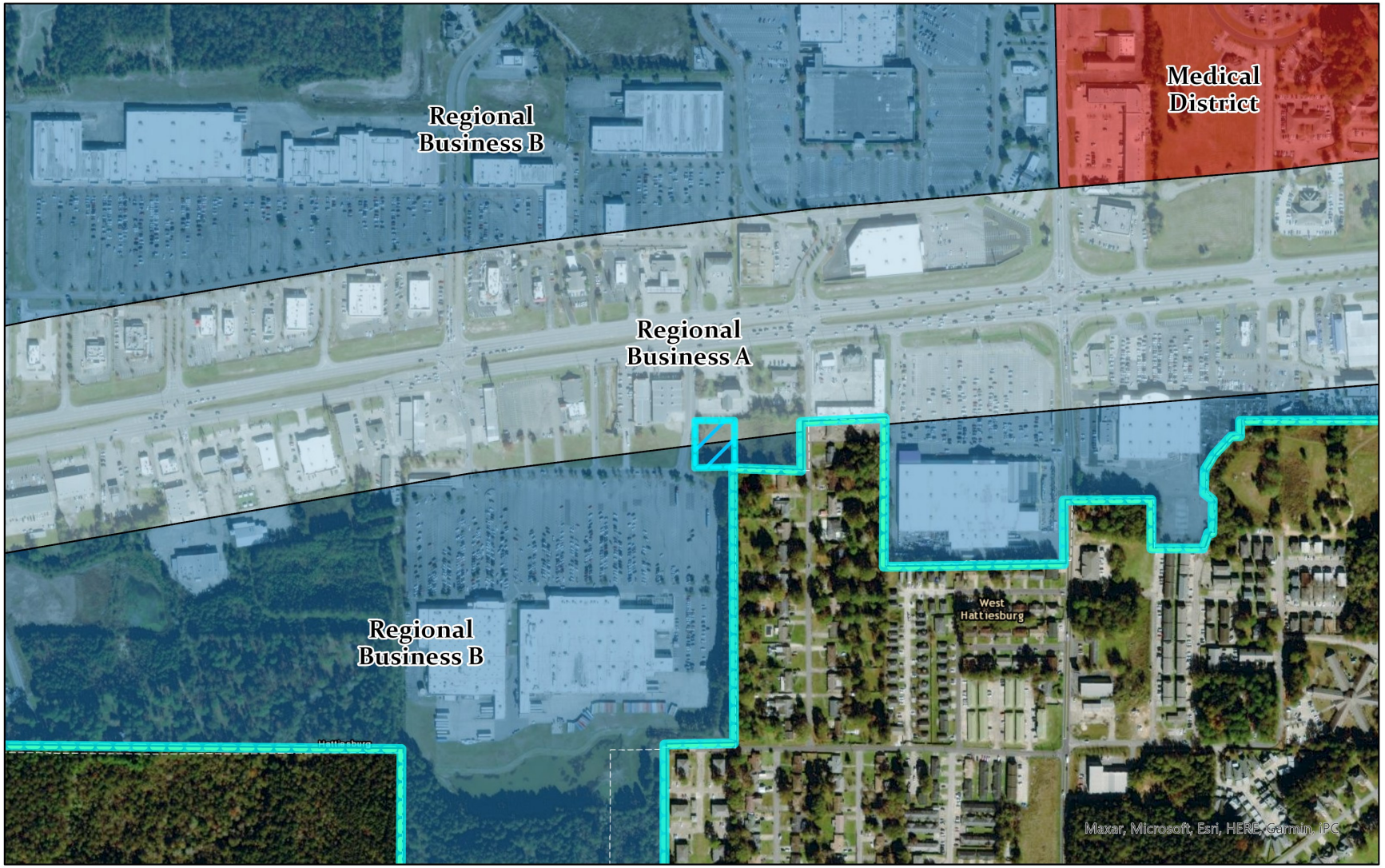
0 500 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°22'41"W 31°19'15"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: 6/21/2024 9:54 AM



Future Land Use Map

- Subject Property
- Medical District
- Regional Business A
- Regional Business B

Variance for Big Chicken
Freestanding Sign
PPIN: 30851
Flood Zone: X
Ward 3, Lamar County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

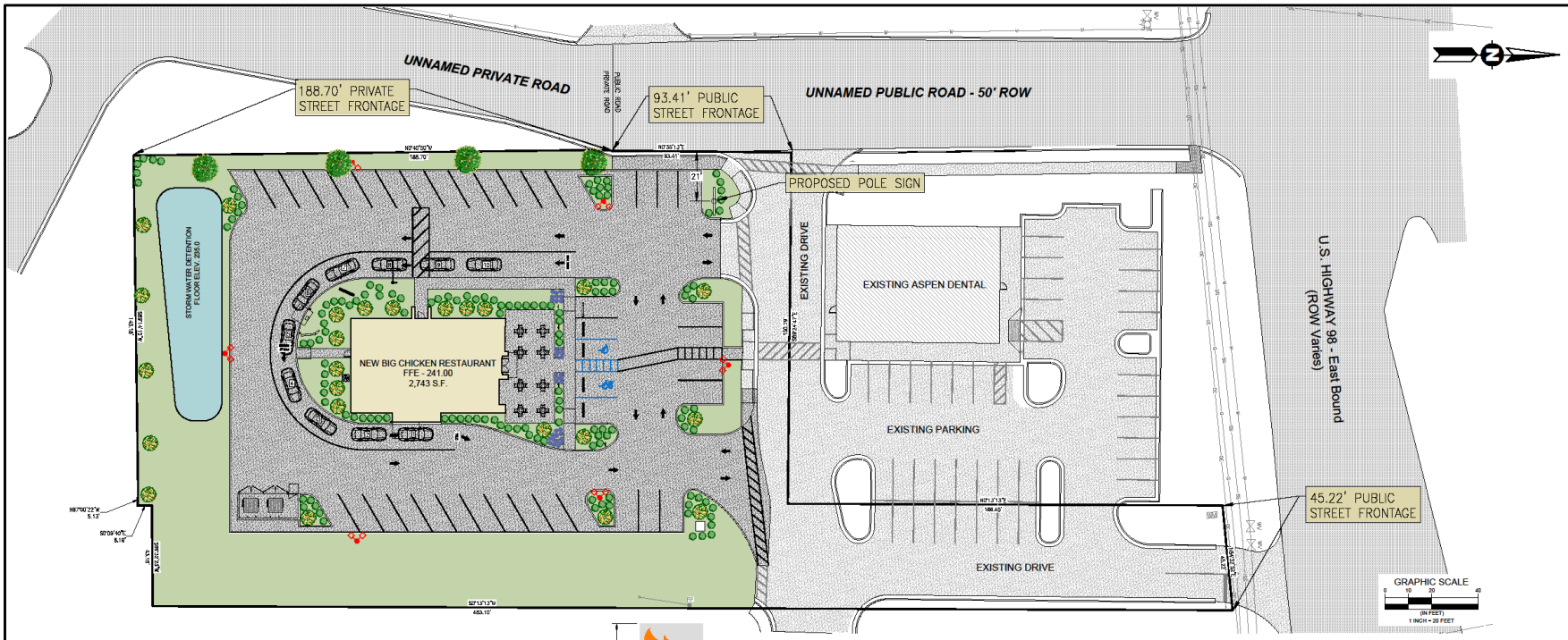
Center: 89°22'41"W 31°19'15"N

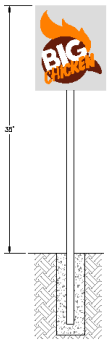
DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 6/21/2024 9:57 AM

Surrounding Area

Existing signage on Hwy 98

Surrounding Area





SIGN ELEVATION
N.T.S.

SIGN DETAIL
N.T.S.

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DRAWING REVISIONS:

NO.	DATE	DESCRIPTION

PREPARED FOR:

SOUTHERN GULF PROPERTIES

PROJECT:

BIG CHICKEN

HATTIESBURG, MISSISSIPPI

FORD ENGINEERING SERVICES, PLLC
PLANNING | DESIGN | MANAGEMENT
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Hattiesburg, Mississippi 39402
Phone: (601) 336-8338

JAMES S. FORD 13293 ENGINEER STATE OF MISSISSIPPI 2/7/24

DRAWING NAME:

POLE SIGN PLAN

DRAWN BY: J.S.F.
CHECKED BY: J.S.F.
SCALE: 1" = 20'
DATE: 2/7/24

DRAWING NO.

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: Southern Gulf Properties
Project Name: Big Chicken Restaurant
Proposed Use(s): Restaurant
Project Street Address: 6054 Highway 98
PPIN Number(s) (if unknown, can be found on tax receipt): 30851

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

Application for (check all appropriate types):

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

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

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

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

STAFF USE ONLY – Do Not Complete:

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

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Rocky Thornton

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-517-2088 Fax: _____ Email: rocky@3tstrucking.com

Mailing Address: 3959 Highway 29

New Augusta, MS 39462

Secondary:

Name: Joel Ford

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☒Engineer

☐Other (please specify): _____

Phone: 601-408-7829 Fax: _____ Email: joel@fordengr.com

Mailing Address: 2010 Oak Grove Road, Bldg. 4, Ste. 1

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: _____

_____

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.

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.

None of the property lines abutting a public street have sufficient length for a pole sign to be allowed by code. The property line adjacent to the proposed sign location is partially abutting a public roadway and partially abutting a private roadway. The total property line length abutting the combined length of the public and private roadway has sufficient length to allow a pole sign.

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

The request is being made to consider both the combined private and public street roadway frontage length to be considered to meet the required 250' of required frontage to allow a pole sign. The total roadway frontage measures 282.11'.

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.

Due to the non-typical footprint of the property boundary, the site will be difficult to see by traffic along Highway 98. In order for the restaurant to operate, it will be imperative the site to be visible by passers-by on Highway 98. The sign will allow the site to be recognized by the traffic on Highway 98. Without permission to place the sign where requested, there will be hardship on the facility to function as necessary.

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

For the proposed development to function properly, it will be imperative that signage is visible from Highway 98.

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

As presented in item 2, the minimum required public street frontage to allow a pole sign is 250'. The total street frontage, including public and private street frontage is 282.11'. The codes requires pole signs to be a minimum of 10' from the property line. The proposed sign will be 21' from the property line to the center of the pole. The edge of the outer edges of the overhead part of the sign will be 11'. Therefore, the required side setback will meet the code requirements.

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.

Although part of the abutting roadway on the east side is private, it is used very similar to a public roadway (entrance drive to Wal-Mart). If the roadway is treated as a public roadway for the purposes of this application, it would conform to the code requirements.

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.

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

6054 US Highway 98 Hattiesburg MS

Street Address *City* *State*

on this the 15th day of May, 2024.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Joel Ford

on this the 15th day of May, 2024.

Southern Gulf Properties, LLC.

Wallace R Thornton

Property Owner

Property Owner

STATE OF MS

COUNTY OF Perry

Personally came and appeared before me, the within named

Wallace R. Thornton

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 15th day of May, 2024.

STATE OF MISSISSIPPI
DEBRA L. SADOWSKI
NOTARY PUBLIC
ID No. 75557
Commission Expires
June 24, 2025
COVINGTON COUNTY

Debra L. Sadowski

NOTARY PUBLIC

My Commission Expires:

COPY

Prepared by:
Deep South Title Collins, LLC
Noah Sanford, Attorney at Law
216 Main St.
Collins, MS 39428
(601) 765-8440
MS Bar # 104960

Return to:
Deep South Title Collins, LLC
P.O. Box 2020
Collins, MS 39428
(601) 765-8440

PB-266

STATE OF MISSISSIPPI
COUNTY OF LAMAR

INDEXING INSTRUCTIONS: SW ¼ of Section 11, Township 4 North, Range 14 West and Lots 14 and 15 of Lakewood Subdivision, Lamar County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable considerations, not herein mentioned, the receipt and sufficiency of all of which is hereby acknowledged, the Grantor(s)

VH Terra, LLC
a Mississippi Limited Liability Company
2530 Watkins Rd.
Birmingham, AL 35223
Phone: (205) 862-7398

hereinafter referred to as "Seller" do(es) hereby grant, bargain, sell, convey, and warrant unto the Grantee(s):

Southern Gulf Properties, LLC
a Mississippi Limited Liability Company
3959 MS Hwy 29
New Augusta, MS 39462
Phone: (601) 299-0081

the following described lands, together with any and all improvements thereon and appurtenances thereunto belonging, said lands in Lamar County, Mississippi, being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

The above warranty and this conveyance are subject to prior reservations of oil, gas and other minerals by former owners.

The above warranty and this conveyance are subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Subject to any covenants, restrictions, or easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to all exceptions, reservations, and conveyances to any existing easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above-described real property.

Subject to any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to minerals of every kind and character, including, but not limited to, oil and gas, and/or of related to any geothermal energy resources, in, on or under the real property hereby conveyed or which affect the real property hereby conveyed.

Subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act and subject to any such condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

Subject to any and all covenants and restrictions filed of record, including but not limited to those certain Subdivision Regulations set forth by the Board of Supervisors of Lamar County, Mississippi, filed of record in the office of the Chancery Clerk of Lamar County, Mississippi, on January 1, 1979, and recorded in Board of Supervisor's Minute Book 59, at Page 202, as amended, and those certain Subdivision Regulations of Lamar County, Mississippi, filed for record on December 4, 1989, in the Office of the Chancery Clerk of Lamar County, Mississippi, and recorded in Board of Supervisor's Minute Book 82, at Page 282, as amended and those certain Subdivision Regulations of Lamar County, Mississippi, filed for record on June 28, 1999, in the Office of the Chancery Clerk of Lamar County, Mississippi, and recorded in Board of Supervisor's Minute Book 112, at Page 144, as amended, and those certain Subdivision Regulations of Lamar County, Mississippi, filed for record on June 28, 1999 in the Office of the Chancery Clerk of Lamar County, Mississippi, and recorded in Board of Supervisor's Minute Book 112, at Page 290, and Minute Book 148 at Page 706 and Ordinances Book 1 at Page 507 and to those site plan regulations of record in Minute Book 142 at Page 173, Minute Book 148 at Page 727 and Ordinances Book 1 at Page 528, as amended.

Subject to Right-of-Way Easement granted to Pearl River Valley Electric Power Association, filed 01/19/2024 at 11:35:13 a.m. and recorded in Book 31-G at Page 458.

Subject to those certain Declaration of Covenants, Conditions and Restrictions, filed 06/07/2023, recorded in Book 30-U, Page 316. Said instrument was Amended by Book 31-C, Page 125.

Subject to 5 year Banking Use Prohibition starting on 01/20/2022, filed 01/25/2022, recorded in Book 29-R, Page 299.

Subject to 20 year Covenant of Restriction of Use starting on 10/18/2006, filed 10/20/2006 recorded in Book 18-T, Page 703.

Subject to 20 year Covenant of Restriction of Use starting on 04/11/2007, 04/16/2007 recorded in Book 19-E, Page 036.

Subject to that certain Drainage Easement to City of Hattiesburg, filed 05/07/2007, recorded in Book 19-F, Page 238.

Subject to that certain Access Easement Agreement between The Lamar Bank & Wal-Mart Stores, Inc., filed 08/20/1993, recorded in Book 10-T, Page 089.

Subject to that certain Easemen to Pearl River Valley Electric Power Association, filed 08/11/1989, recorded in Book 9-A, Page 578.

Subject to that certain ROW to Lamar County, filed 08/16/1993, recorded in Book 10-S, Page 589.

Subject to that certain Underground Electric Service Agreement to Pearl River Valley Electric Power Association, filed 08/11/1989 in Book 9-A, Page 576.

Subject to that certain Perpetual Easement and Right of Way, filed 03/09/1988, recorded in Book 8-M, Page 528.

Said instrument was transferred by Book 8-N, Page 491. There is on file a Petition to designate as Public Road, filed 01/06/1992, recorded in Book 9-O, Page 126.

Subject to that certain Right of Way Easement to Pearl River Valley Electric Power association, filed 11/19/1980, recorded in Book 6-O, Page 597.

Subject to that certain Drainage Easement to Mississippi State Highway Commission, filed 10/31/1939, recorded in Book I-I, Page 189.

Subject to conveyance to State Highway Commission of Mississippi, filed 09/20/1939, recorded in Book I-I, Page 119.

Subject to those certain Restrictive Covenants for Lakewood Subdivision, filed 06/30/1971, recorded in Book 4-Y, Page 112. Said Restrictive Covenants were Amended by instrument recorded in Book 8-S, Page 434.

Subject to that certain 10' Easement to Pearl River Valley Electric Power Association, filed 06/14/1971, recorded in Book 4-Y, Page 112.

Subject to Lakewood Subdivision plat, filed 11/01/1965, recorded in Plat Book 1, Page 106, Plat Slide 49. Said instrument was Amended by Plat Book 1, Page 134, Plat Slide 63.

Taxes for the current year shall be pro-rated as of the date of this instrument and assumed by the Grantee(s) herein. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous year's taxes.

[Space below left blank intentionally.]

WITNESS THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE GRANTOR, on the date acknowledged herein.

VH Terra, LLC
a Mississippi Limited Liability Company

By: Allen W. Hawkins III, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
:
COUNTY OF Los Angeles)

On February 13, 2024 before me personally appeared Allen W. Hawkins, III, who proved to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jose Javier Saravia (SEAL)

JOSE JAVIER SARAVIA
Notary Public - California
Los Angeles County
Commission # 2381247
My Comm. Expires Nov 2, 2025

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A Parcel of land being located in the SW ¼ of Section 11, Township 4 North, Range 14 West and Lots 14 and 15 of Lakewood Subdivision as recorded on file in the office of the Chancery Clerk of Lamar County, Mississippi, all in Lamar County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 16'56.93" and using grid distances with a combined factor of 0.999975246 (determined at the Point of Commencement) and being more particularly described as follows:

COMMENCE at a crimped top pipe marking the Southeast corner of Lot 15 of Lakewood Subdivision recorded on file in the office of the Chancery Clerk of Lamar County, Mississippi, said point having grid coordinates of N = 662513.15, E = 814563.59; thence run South 89°32'23" West along the boundary of the property described in Deed Book 19-E at Page 36 for 225.57 feet to an iron pin set, also being the POINT OF BEGINNING; thence continue along said Deed Book 19-E, Page 36 for the following calls; thence South 89°32'23" West for 43.18 feet to a metal rod found; thence South 00°09'40" East for 6.19 feet to a crimped top pipe found; thence North 87°00'22" West for 5.13 feet to a concrete monument found; thence South 89°14'15" West for 145.18 feet to a concrete monument found; thence North 00°40'50" West for 188.70 feet to an iron pin found; thence North 00°35'13" East along the West boundary of the property described in Deed Book 8-N at Page 496 for 93.41 feet to an iron pin set; thence run South 89°24'47" East for 150.79 feet to an iron pin set; thence run North 00°13'13" East for 186.45 feet to an iron pin set on the South right-of-Way of US Highway 98; thence continue along said right-of-way for 45.22 feet along a curve to the right to an iron pin set, said curve having a radius of 21394.53, a chord bearing North 84°32'52" East and a chord length of 45.22 feet; thence leaving said right-of-way run South 00°13'13" West for 463.10 feet back to the POINT OF BEGINNING. Said parcel contains 1.44 acres, more or less.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME AS SHOWN ON SURVEY PLAT LABELED "LOT 3" ATTACHED HERETO AS EXHIBIT "C".

SIGNED FOR IDENTIFICATION PURPOSES:

VH Terra, LLC
By: Allen W. Hawkins III, Manager

Southern Gulf Properties, LLC
By: Wallace R. Thornton, Member

EXHIBIT "B"
LIMITED LIABILITY COMPANY AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF LAMAR

The undersigned affiant, **Allen W. Hawkins III** swears and affirms the following:

1. That he is the appointed Manager of VH Terra, LLC, a Mississippi Limited Liability Company, pursuant to Operating Agreement dated January 20, 2022.

2. That there have been no subsequent amendments or otherwise revisions to said Operating Agreement.

3. That VH Terra, LLC is in good standing with the State of Mississippi.

4. That VH Terra, LLC is the sole owner of the property described in Exhibit "A", supra, and that pursuant to said Operating Agreement, he is authorized to convey said property to Southern Gulf Properties, LLC, a Mississippi Limited Liability Company.

Further, affiant sayeth not.

WITNESS THE SIGNATURE OF THE AFFIANT, this the 13TH day of February, 2024.

Allen W. Hawkins III

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On February 13, 2024 before me, personally appeared **Allen W. Hawkins III**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

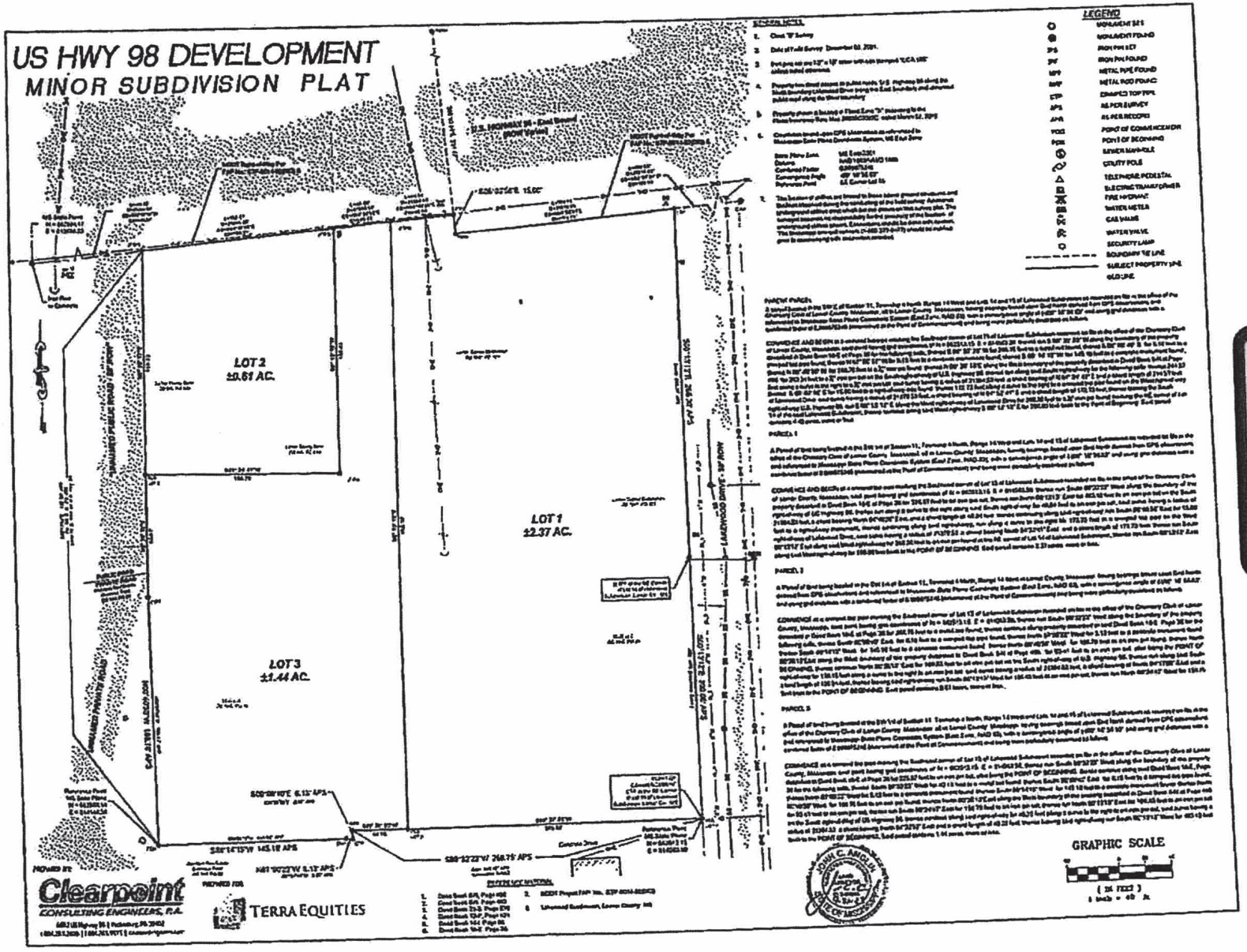
Signature _____. (Seal)

JOSE JAVIER SARAVIA
Notary Public - California
Los Angeles County
Commission # 2381247
My Comm. Expires Nov 2, 2025

DMS
Bk:0001 Pg:47
RCD: 09/21/2023 @ 2:37:51:PM
LAMAR COUNTY, MS
JAMES AULTMAN CHANCERY CLERK

EXHIBIT "C"

tabbies



UNNAMED PRIVATE ROAD

PUBLIC ROAD
PRIVATE ROAD

188.70' PRIVATE STREET FRONTAGE

93.41' PUBLIC STREET FRONTAGE

UNNAMED PUBLIC ROAD - 50' ROW

N0°40'50"W
188.70'

N0°35'13"E
93.41'

21'

PROPOSED POLE SIGN

STORM WATER DETENTION
FLOOR ELEV. 235.0

S89°41'15"W
145.18'

NEW BIG CHICKEN RESTAURANT
FFE - 241.00
2,743 S.F.

EXISTING DRIVE

150.79'
S89°24'47"E

EXISTING ASPEN DENTAL

EXISTING PARKING

N0°13'13"E
186.45'

EXISTING DRIVE

U.S. HIGHWAY 98 - East Bound
(ROW Varies)

45.22' PUBLIC STREET FRONTAGE

N87°00'22"W
5.13'

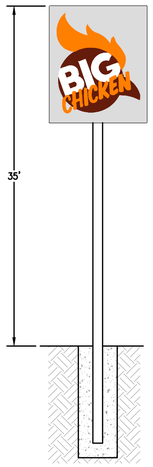
S0°09'40"E
6.19'

S89°32'23"W
43.18'

S0°13'13"W
463.10'

N84°32'52"E
45.22'

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



SIGN ELEVATION
N.T.S.

SIGN DETAIL
N.T.S.

DRAWING DISCLAIMER

THIS DRAWING HAS PREPARED FOR THE OWNER FOR USE ON THIS PROJECT ONLY AND IT SHALL NOT BE USED ON ANY PROJECT OTHER THAN THE ONE SPECIFICALLY LISTED ON THIS DRAWING AND IT SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN CONSENT FROM THE PREPARER. ANY VERSION OF THIS DRAWING WITHOUT AN ENGINEERING SEAL AFFIXED TO IT WITH A SIGNATURE AND DATE ACROSS THE SEAL SHALL BE CONSIDERED DRAFT AND SHALL NOT BE USED FOR PLANNING, CONSTRUCTION, OR FOR ANY OTHER OFFICIAL USE.

DRAWING REVISIONS:

NO.	DATE	DESCRIPTION

PREPARED FOR:

SOUTHERN GULF PROPERTIES

PROJECT:

BIG CHICKEN
HATTIESBURG, MISSISSIPPI

FORD
ENGINEERING SERVICES, PLLC
PLANNING | DESIGN | MANAGEMENT
2010 Oak Grove Road - Building 4, Suite 1
Hattiesburg, Mississippi 39402
Phone: (601) 264-6333

JOEL S. FORD
13363
REGISTERED ENGINEER
STATE OF MISSISSIPPI
2/7/24

DRAWING NAME:

POLE SIGN PLAN

DRAWN BY: J.S.F.
CHECKED BY: J.S.F.
SCALE: 1" = 20'
DATE: 2/7/24

DRAWING NO.

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

July 3rd, 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, Director of Urban Development
6. Meridian McDaniel, Planner I
7. Marion Reese, Intern

Chair Harris declared the Board of Adjustment meeting open and in session at 3:30p.m.

AGENDA REVIEW

A motion was made to accept the agenda with the revision to remove item A.

Motion:

Made by Brandon E.J. Williams to approve the agenda

Second:

Made by James Trussell

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green			ABSENT
Shawn Harris	X		
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney			ABSENT
Herman Dungan			ABSENT
James Trussell	X		
Bruce Betts			ABSENT
Jessica Cathy	X		

MINUTES REVIEW

The minutes from June were discussed and no changes were made.

Motion:

Made by Brandon EJ Williams.

Second:

Made by John Eye.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green			ABSENT
Shawn Harris	X		
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney			ABSENT
Herman Dungan			ABSENT
James Trussell	X		
Bruce Betts			ABSENT
Jessica Cathy	X		

PLANNING REPORT

Nathan Satcher gave an update about council votes. Cory Long gave update about Broadway events—August 30th. Dr. Conville asked about HPC and BOA role in consultants. Cory thinking that reports could be given in the August meeting, Nathan brought up a mid-project update for the public.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS

Board of Adjustment members and Staff introduced themselves.

Item B:

Minimum frontage requirement for sign variance - Joel Ford, applicant, requests a variance from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street. (PPIN 30851, Ward 3, Lamar County).

Discussion and Vote:

Staff (Nathan Satcher) introduced the case. Joel Ford and Rocky Thornton presented on behalf of the application.

Presented by:

1. Joel Ford and Rocky Thornton.

Proponents:

1. None

Opponents:

1. None

Motion:

John Eye motioned to deny variance (for not meeting any of the basis for approval).

Second:

Made by Herman Dungan

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville		X	
Bernard Green		X	

Shawn Harris	X		
Brandon Williams		X	
Stacey Ready			ABSENT
Eric Boney		X	
Herman Dungan	X		
James Trussell		X	
Bruce Betts			ABSENT
Jessica Cathy		X	

Motion:
Conville motioned to approve variance.
Second:
Made by Brandon Williams
Vote:

Board Member	Yea	Nay	Other
John Eye		X	
Richard Conville	X		
Bernard Green	X		
Shawn Harris		X	
Brandon Williams	X		
Stacey Ready			
Eric Boney	X		
Herman Dungan		X	
James Trussell	X		
Bruce Betts			ABSENT
Jessica Cathy	X		

OTHER BUSINESS
No other business came before the Board of Adjustment.
Adjournment:
The meeting was adjourned at 4:49 p.m.
Motion:
Made by Herman Dungan
Second:
Made by Bernard Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris	X		
John Eye	X		
James Trussell	X		

Brandon E. Williams	X		
Eric Boney	X		
Richard Conville	X		
Stacey Ready			ABSENT
Herman Dungan	X		
Jessica Cathey	X		
Bernard Green	X		
James Hughes	X		

_____

Shawn Harris, Chair

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

From:

cc:

Date: **Tuesday, September 17, 2024**

Re: **Take from the table; Approve the Planning Commission recommendation to deny the petition by Douglas Miller, petitioner, to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. (Tabled at the September 3, 2024 meeting).**
File Number: 2024-437
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Douglas Miller, Representative

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
408 Broadway Dr	2-038D-16-026.00	21766	2

Request: Appeal Request for 408 Broadway Dr

Purpose of Request: **Appeal of Decision by Site and Design Review Committee** - Douglas Miller, petitioner, requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. The property in question is located at 408 Broadway Drive, PPIN 21766 (Forrest, County, Ward 2).

History / Background: The petitioner met with staff in Pre-Application to discuss a proposed use for 408 Broadway Drive. A previous request was submitted to the Planning Division where the applicant self-identified their use as a rehabilitation center. At this initial meeting on June 15th, 2023, the applicant went into further detail on the description of the proposed services that would be provided, where staff identified the use to be a "Group Care Facility." Staff then advised the applicant on the process to pursue the proposed use at that location, which included a rezoning request to B-3, where the current zoning of B-5 does not permit a "Group Care Facility". The rezone request was partnered with a conditional use request as well, as required by the B-3 zoning. The applicant applied for both a rezoning and conditional use request. The planning commission recommended the denial of the rezoning application.

City Council upheld the decision by the Planning Commission to deny the rezoning request to B-3 for the property, so the applicant met with staff in an additional pre-application meeting on August 31st, 2023, to further discuss the use classification for their proposed business/services. The applicant described services offered and again self-identified as a "Rehabilitation Facility". Staff categorized the facility as a "Group Facility", where the applicant appealed the decision of the Director of Urban Development for his use designation

for the property. The appeal was sent to the Planning Commission, who recommended upholding the decision of the Director of Urban Development to categorize the proposed business as a "Group Facility". The applicant then appealed that decision to City Council, where a public hearing was held on January 2nd, 2024 in front of City Council. City Council then upheld the decision of the Director of Urban Development as a "Group Care Facility".

The applicant requested an additional pre-application meeting, where staff met with them on May 16th, 2024. The description provided by the applicant on their application sought to be classified as "Congregate Care" and for a "church permit." Churches fall under the "places of assembly" use designation. However, during the pre-application meeting, staff asked if there were any changes from the original application submitted to the City, where the applicant indicated there were not, and it was the same proposed use as originally submitted. Given that disclosure, the Director of Urban Development then reaffirmed their primary use designation as a "Group Care Facility", which is not permitted use in a B-3 zone.

The applicant has appealed that decision and requests to be classified as a church. The use provided on the application and discussed during each pre-application meeting is principally a Group Facility (Group Care Facility) and is not permitted in the zoning district. In general, a "church" would be permitted in this district if it met all other regulatory requirements in the LDC and the International Building/Fire Codes adopted. The use of a "church" or "place of assembly" would be an accessory use to the primary use as described by the applicant, and would need to meet all regulations of a "Group Care Facility", including the required zoning districts, to open and operate.

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

SECTION 5 **Use Regulations**

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**

Table 5.1 Table of Uses																
Use		Agricultural		Residential					Business					Industrial		Additional Use Conditions Cross Reference
■ Permitted □ Permitted with conditions ♦ Conditional Use × Not Permitted		A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
Group facility		♦	♦	×	×	×	×	♦	♦	♦	♦	×	×	×	×	5.4.24
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care		×	×	×	×	×	×	♦	□	□	□	□	□	×	×	5.4.35

5.4.25 Group Care Home; Group Care Center
5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

5.4.35 Rehabilitation Centers, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care
5.4.35.1 Driveway access to accessory structures shall be through the main entrance to the facility.
5.4.35.2 No single building shall be greater than 40,000 square feet if located within 500 feet, as measured in any direction from the closest point, to a lot line of an adjacent residentially zoned lot.

SECTION 13 **Definitions**

Assembly: Structures and land designed for 50 or more people to congregate for civic, social, religious, or recreational functions. This definition includes but is not limited to theaters, arenas, coliseums, and worship centers.

Group Care Facility: A facility or dwelling unit housing persons unrelated by blood or marriage and operating as a group household. A group care facility may include half-way houses,

recovery homes, and homes for orphans, foster children, the elderly, battered children and women. It would include a specific treatment providing less than primary health care by staff appropriately certified or licensed to provide such treatment.

Present Zoning: The parcel is currently zoned B-5

Present Use: Vacant property

Future Land Use: Community Business Corridor

Surrounding Zoning and Land Use:
North: B-5 Regional Business District / B-3 Community Business
South: B-5 Regional Business District
East: B-5 Regional Business District
West: B-5 Regional Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of June 24th, 2024.

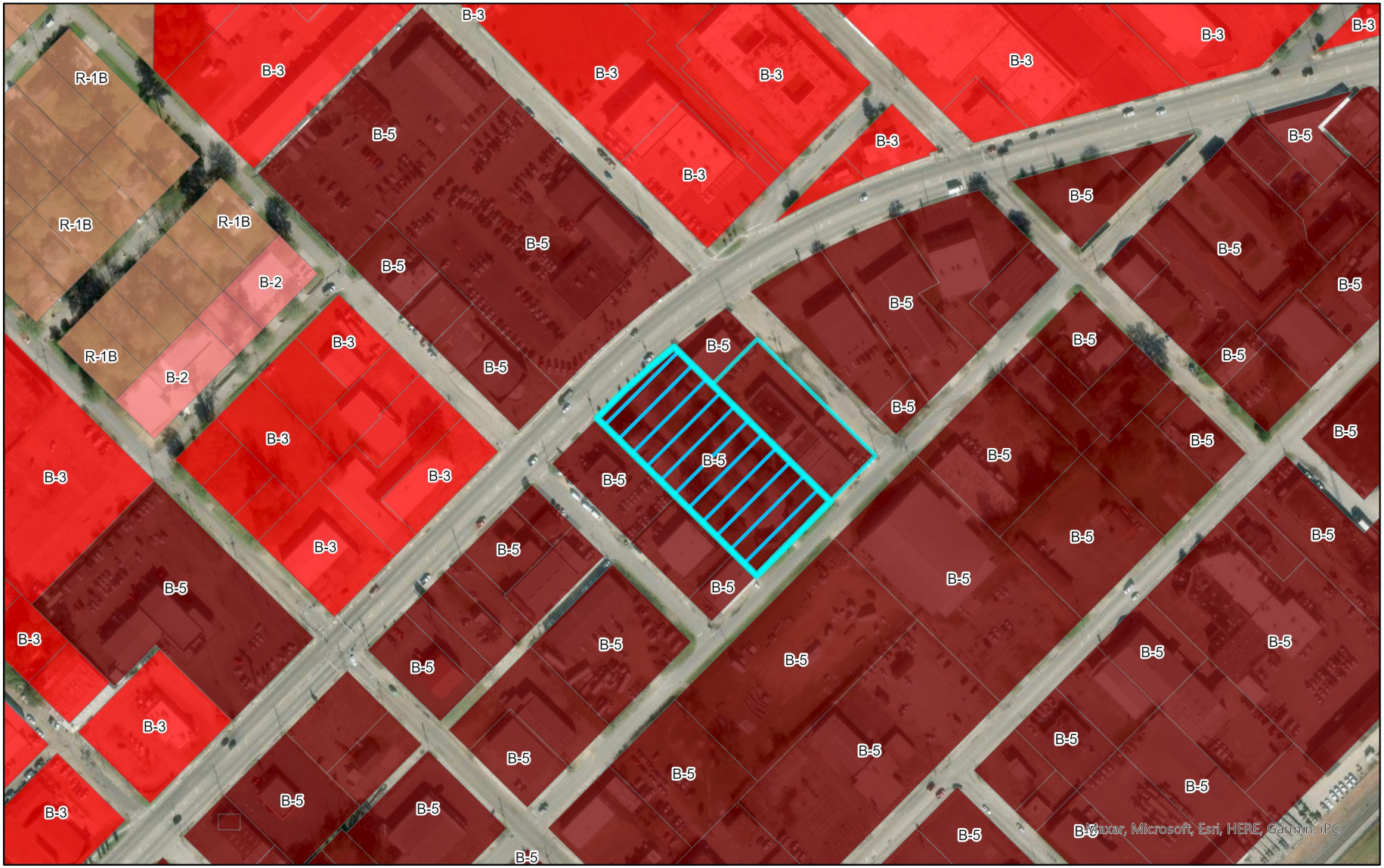
Option: Recommend upholding or overturning the decision of the Director of Urban Development of the proposed use as a “Group Care Facility.”

SUBJECT PARCEL

408 Broadway Drive — Appeal Request

Kenneth Thronson, Owner, Douglas Miller, Representative

The petitioner requests to appeal section 11.7, the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions in the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a “Group Care Facility.” (PPIN 21766, Ward 2, Forrest County).



Zoning Map

R-1B B-3

B-2 B-5

Appeal of Use Determination
408 Broadway Drive
PPIN: 21766
Flood Zone: X
Ward 4, Forrest County

0 500 Feet

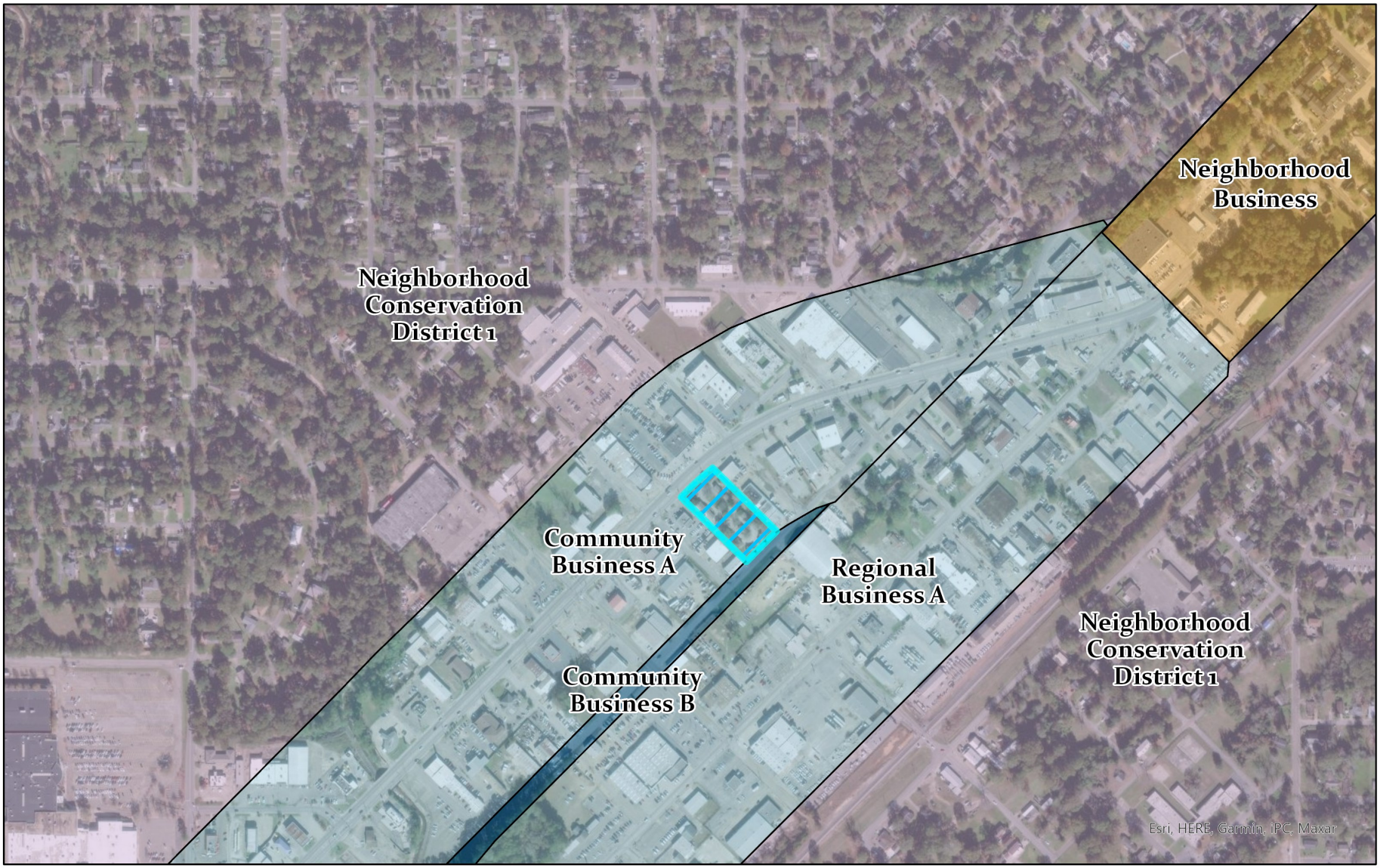
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'26"W 31°18'54"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: 6/21/2024 12:11 PM

HPC Item: A



Future Land Use Map

- Community Business A
- Community Business B
- Neighborhood Business
- Neighborhood Conservation District 1
- Regional Business A

Appeal of Use Determination
408 Broadway Drive
PPIN: 21766
Flood Zone: X
Ward 4, Forrest County

0 0.25 Miles

N

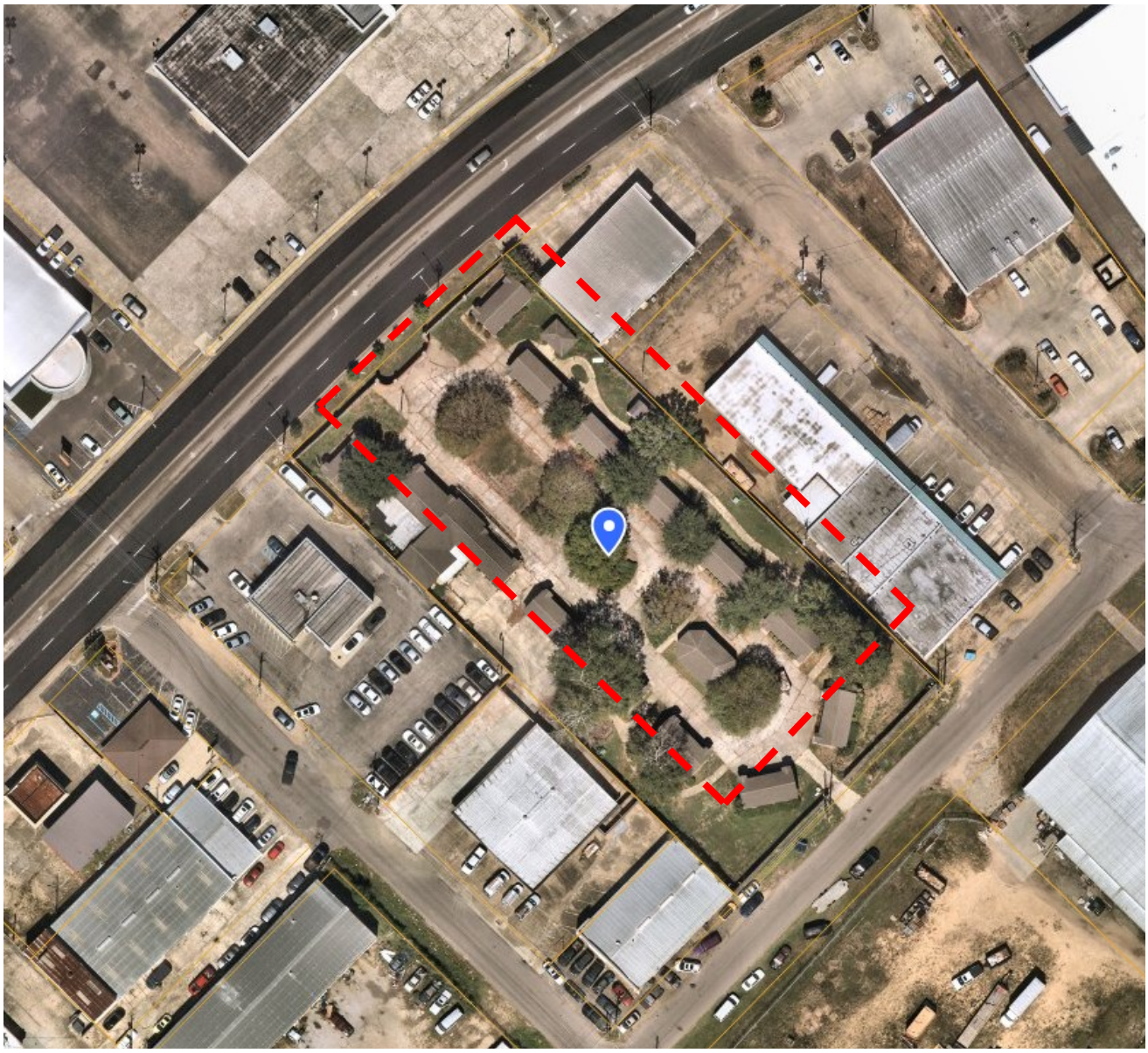
URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'27"W 31°18'56"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: 6/21/2024 12:14 PM

HPC Item: A

Site Aerial



Surrounding Area

Surrounding Area

Pre-Application Meeting Process

City of Hattiesburg Planning Department
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962/Email: planning @hattiesburgms.com

PURPOSE

Prior to applying for a Site Plan Review, a Pre-Application meeting is required. During this meeting the applicant will describe and present their project, views and ideas being considered. Thereafter, the planning staff will advise further action for a Site Plan Review process submittal.

The Pre-Application Committee assesses the proposed project and helps identify any issues and helps the applicant in putting together a complete application thus streamlining the application process and avoiding delays.

SCHEDULE A MEETING

Step 1: Fill out Pre-Application form. Provide a project narrative briefly describing the proposed uses.

Step 2: Bring a detailed concept plan drawn to scale. Plans are to be a minimum of 11" x 17". The drawing must include the following:

- ❑ Show entire parcel boundary with property dimensions (County parcel map)
- ❑ All adjacent streets with names
- ❑ Dimensioned Existing and Proposed Structures: Footprint, setback distances from property line to structure(s) and square footage
- ❑ Dimensioned Existing and Proposed Parking areas and curb cuts.
- ❑ Existing and Proposed utilities/easements required

Step 3: The Pre-Application form and concept plan should be submitted by Thursday, 12 noon to be on the following week's meeting list. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time.

WHAT TO EXPECT FROM THE PRE-APPLICATION MEETING

The applicant will review and discuss their conceptual site plan project with the planning staff. The staff will review and provide comments regarding compliance with the necessary codes and regulations. This preview is intended to save the developer/property owner time and money before submitting the final drawings for approval by the Site Plan Review Committee. Site Plan approval is required to apply for a building permit.

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: May 1 ,2023
Project Name: Lighthouse Rescue Mission Inc
Proposed Use: Rescue Mission
Project Street Address: 408 Broadway Drive

PPIN Number: 21766 Parcel Number: 2-038D-16-026.00
Flood Zone: _____ Historic District: _____
Zoning District(s): B-5 Regional Business Commercial
Proposed Cost of the Project: _____

Project Representative Information

Project Representative and Title: Ken Thronson

Company Name: Lighthouse Rescue Mission Inc.
Phone: 601-582-5900 Fax: _____
Email: Thelighthousems@gmail.com
Mailing Address: 204 Eupora Street, Hattiesburg, MS 39401

Property Owner Name: The Lighthouse Rescue Mission Inc
Phone: 601-582-5900 Fax: _____
Email: Thelighthousems@gmail.com
Mailing Address: 204 Eupora Street, Hattiesburg, MS 39401

Provide project narrative fully explaining the proposed project:

The Lighthouse Rescue Mission is organized exclusively for charitable, religious, literary, educational and scientific purposes as set foth in Section 501(c)(3) the Internal Revenue Code of 1986, as amended. All of the Corportation's activities will be conducted by and through its Board of Directors.

The Lighthouse Rescue Mission will provide a Chapel open to the beneficiaries of its activities, specifically targeting those persons who may not feel comfortable in a traditional Church setting.

The Lighthouse Rescue Mission intends to provide a Biblically based Alcohol and Drug Treatment in a Congregate Care setting.

The property has been historically utilized as Congregate Care (Residential housing where people who are not related reside in close proximity and share an least one common room the Kitchen.)

The property has 12 individual cottages with two bedrooms and a shared Bathroom in each cottage. The property has a central Kitchen and will have a Cottage remodeled for Bible Study and a Church House.

We do not plan to construct new building on the property instead we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

The Property is zoned as B-5. Congregate Care is allowed in the B-5 therefore Rezoning would not be necessary.

Also we would request a Church Permit for the Lighthouse Rescue Mission.

A Church is also allowed in B-5 zone, therefore rezoning would not be required.

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY

Thursday, May 16th, 2024

STAFF PRESENT:
Nathan Satcher, Cory Long, Jerald Little, Blake Michaels, Slade Suber,
Joined on Thursday May 23, 2024: Wiley Quinn, Kevin Bates, Shawn Whitaker,

APPLICANT(S):
Name: Ken Thronson, Douglas Miller
Business: Lighthouse Rescue Mission

PROJECT ADDRESS/LOCATION:
Address: 408 Broadway Dr.
Zoning: B-5

CASE TYPE:
Congregate Care facility with chapel and kitchen

SPECIAL DISTRICT:
☐Flood Zone ☐Historic District
☐Form-Based District

PROJECT SUMMARY:

- Applicant summary
  - 12 cottages, 2 man rooms with restroom in each cottage. 2-4 people sharing a bathroom
  - Central Kitchen facility for the complex
  - Male facility
  - Bible study with Chapel area
  - 7 designations under the 501c3
  - Grandfathered status expected
  - Veteran services to be provided
  - Discussed the non-congregate facility the city has an open grant to consider
    - May want to discuss this further with the city when 408 Broadway is complete
  - Minor remodeling may be needed. Updates to plumbing and electrical proposed
  - Target group is not homelessness, but veterans and those struggling from addiction. This group will be those that ask for help and those that may accept help as reference from the VA.
  - Group home, group facility, rehabilitation, palliative, and congregate care are all synonymous
  - 1941-1986 building was a motor-court.
- Use Category
  - No changes from the original application from 2023.
  - Chapel is an accessory use and will be permitted if the primary use can be permitted
- Building Requirements
  - Handicapped room required.
- Fire Requirements
  - Each unit will have to be sprinkled with notification systems tied to it at projected occupancy.
    - Changes may reduce this to a fire alarm in each building.

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

URBAN DEVELOPMENT
PLANNING DIVISION

NEXT STEPS:

- Urban Development Director & Fire Marshall are unavailable and these notes will be completed upon his return. Wednesday 5/22/24 is the target date for the notes to be sent to the applicant. Notes finished Thursday 5/23/24
- Link to the Broadway study: https://www.hattiesburgms.com/broadway/
- The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS. Options include:
    - Appeal the decision of the use category of the Urban Development Director
    - Request a zoning change after 1 year from the last request
    - Request a zoning text amendment
    - Adjust the method of operation of the project to meet medical facility standards.

APPLICATIONS REQUIRED:

☐	Site Plan Review Checklist and Application	☐	Conditional Use Application
☐	Public Hearing Application	☐	Street/Alley Closing
☐	Variance Application	☐	Major Subdivision
☐	Rezone Application	☐	Minor Subdivision
☐	Certificate of Appropriateness (Historic)	☐	Building Permit Application

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

RECEIVED
MAY 24 2024
BY

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100
Fax: 601-794-6107
E-mail: Douglasmillerlaw@gmail.com

May 24, 2024

Wiley Quinn
Director of Urban Development
Department of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Re: Lighthouse Rescue Mission, Inc.
408 Broadway Drive
Hattiesburg, MS

Dear Cory Long;

In denying the Lighthouse Rescue Mission request to use the above-described property as a Congregate Care you responded as follows:

"The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS."

Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

Just to be clear you denied the request for the property to be used as a church?

How do we appeal this decision and how long do we have to appeal.

Thank you for your assistance in this matter.

Sincerely,

Douglas E. Miller

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*

Department of Urban Development

DATE: May 28, 2024

REQUESTED BY: Douglas Miller

REFERENCE: Lighthouse Rescue Mission Correspondence Dated May 24, 2024
Lighthouse Rescue Mission, Inc.
408 Broadway Dr
Hattiesburg, MS

Dear Mr. Douglas Miller,

The above-referenced letter provided three essential questions concerning the status of the use designation provided by the Director of Urban Development and the Site Plan Review (copy attached):

1. Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

2. Just to be clear you denied the request for the property to be used as a church?

3. How do we appeal this decision and how long do we have to appeal.

Answers to the questions submitted:

1. Congregate Care is the use self-identified in the request for pre-application. Upon review of the LDC, a definition of Congregate Care does not exist, nor is there a definition with the latest version of the North American Industrial Classification System (NAICS). The use category of Rehabilitation Center, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care provides for temporary habitation while a patient

undergoes professional medical treatment. It is determined by the Director of Urban Development that the description provided aligns with the Group Facility (Group Care Facility) use and definition. Group Facility links to this definition in the LDC on page 159:

> "Group Care Facility: A facility or dwelling unit housing persons unrelated by blood or marriage and operating as a group household. A group care facility may include half-way houses, recovery homes, and homes for orphans, foster children, the elderly, battered children and women. It would include a specific treatment providing less than primary health care by staff appropriately certified or licensed to provide such treatment."

2. A "church" is a "place of assembly not otherwise listed" in Table 5.1 Table of Uses which is allowed by right with some conditions. The use provided on the application is principally a Group Facility (Group Care Facility) and is not permitted in the zoning district. Referencing an accessory use (Section 5.4.2), the principal use must occur before we can approve any accessory uses. A principal use of a "church" was not explored and is not referenced for review. In general, a "church" would be permitted in this district if it met all other regulatory requirements in the LDC and the International Building/Fire Codes adopted.

3. The appeal process is provided in section 12.4.2 of the LDC with fees ($50) referenced from ordinance 2977. The applicant or his representative will have 10 days from the decision date of the notification to file for appeal. Notification date May 23, 2024, appeal ending date June 3, 2024, at the close of business hours.

Please contact the Planning Division for any additional questions at (601) 545-4599.

Wiley Quinn, Director of Urban Development
Department of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

RECEIVED
MAY 24 2024
BY

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100
Fax: 601-794-6107
E-mail: Douglasmillerlaw@gmail.com

May 24, 2024

Wiley Quinn
Director of Urban Development
Department of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Re: Lighthouse Rescue Mission, Inc.
408 Broadway Drive
Hattiesburg, MS

Dear Cory Long;

In denying the Lighthouse Rescue Mission request to use the above-described property as a Congregate Care you responded as follows:

"The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS."

Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

Just to be clear you denied the request for the property to be used as a church?

How do we appeal this decision and how long do we have to appeal.

Thank you for your assistance in this matter.

Sincerely,

Douglas E. Miller

Douglas E. Miller, PLLC
Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100
Fax: 601-794-6107
E-mail: Douglasmillerlaw@gmail.com

May 29, 2024

The Planning Division of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Kermas Eaton
Director of Administration/City Clerk

Wiley Quinn
Director of Urban Development

Re: Lighthouse Rescue Mission, Inc.
408 Broadway Drive
Hattiesburg, MS

Dear Sirs;

Please find enclosed our request to appeal the Planning Commission recommendation of the:
1) Designation of Lighthouse Rescue Mission, Inc. as a Group Care Facility.
2) Denial of Lighthouse Rescue Mission to use the property as a Church.
in the Pre-Application meeting on May 16, 2024. Also Enclosed is the $50.00 fee to appeal. If you need any further information, please contact me.

Sincerely,

Douglas E. Miller

URBAN DEVELOPMENT
PLANNING DIVISION

REQUEST TO APPEAL DECISION OR RECOMMENDATION

Today's Date: May 29,2024
Date of Decision/Recommendation Date: May 23, 2024 *(Appeals must be made within ten consecutive days of the recommendation)*
Name of Property Owner/Petitioner: Kenneth Thronson
Name of Person Requesting Appeal Hearing: Douglas E. Miller
Mailing Address of Person Requesting Appeal Hearing: Post Office Box 1616, Purvis, MS 39475
Address of Petitioned Property: 408 Broadway Drive, Hattiesburg, MS
Name of the Deciding Body: *Director of UD* [X] *Site and Design Review Committee* [ ] ***Historic Conservation Commission*** [ ] *Planning Commission* [ ] or *Board of Adjustment* [ ]
Petitioner's Request of the Deciding Body: Review the denial of a Church and look at Congregate care versus Group Care Facility
Deciding Body's Recommendation: Denied use of property for Church. Defined Lighthouse as a Group Care Facility.

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.

Appellant (signature)
Douglas E. Miller

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

EXHIBIT A-1

THE LIGHTHOUSE

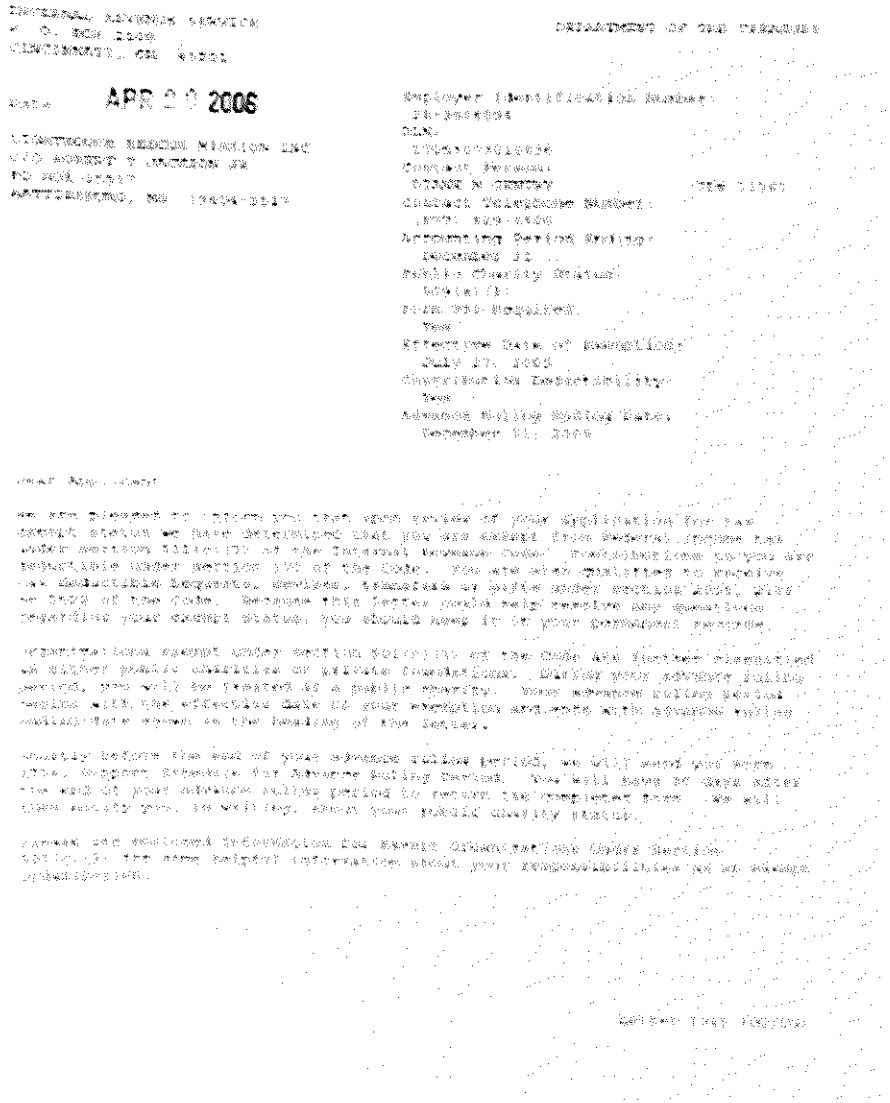
HOPE. STABILITY. NEW BEGINNINGS.

The Cottages

A men's recovery and job training program

Sharing the love of Jesus Christ by meeting the spiritual and physical needs of the less fortunate

A Mississippi Non-Profit 501(C)3 Charity



APR 20 2006

This is our designation letter from the IRS for Lighthouse Non-Profit Status.

LIGHTHOUSE RESCUE MISSION, INC.
EIN 20-3606094
FORM 1023 – APPLICATION FOR RECOGNITION OF EXEMPTION

Part IV Narrative Description of Activities

The Corporation is organized exclusively for charitable, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.

The Corporation is a newly formed entity and has no past or present activities. All of the Corporation's activities are planned activities.

All of the Corporation's activities will be conducted by and through its Board of Directors.

The Corporation will conduct its activities in a facility in Hattiesburg, Mississippi.

The charitable purposes for which the Corporation is organized and operated will be for the primary purpose of providing relief to the homeless, poor and or underprivileged.

Specifically, the Corporation intends to fulfill its purpose through the following activities: Day Shelter, Overnight Shelter, Rehabilitation Programs, Second Chance Church, and Outreach Programs.

There will be no charge to any of the recipients of the services provided by the Corporation. All expenses to the Corporation to provide the facility and goods, services and programs offered to the recipients will be paid for by charitable contributions received by the Corporation.

Day Shelter:

The Corporation will operate a facility for the homeless to provide a shower, a laundry facility, and a meal.

Overnight Shelter

The Corporation will provide a facility to house homeless families and a separate facility for males and females. All services offered at the day shelter will also be offered to those utilizing the overnight shelter.

This is Lighthouse's application for tax exemption status.

Rehabilitation Program:

The Corporation intends to provide a rehabilitation counselor to be paid by the Corporation to provide a Biblically based alcohol and drug rehabilitation program.

Second Chance Church

The Corporation will provide a facility for a nightly chapel open to the beneficiaries of its charitable activities, specifically targeting those persons who may not feel comfortable in a traditional church setting.

Basic Educational Services:

Based upon research that shows that people are four times more likely to be homeless because of poor management than because of losing government benefits, the Corporation will seek to offer basic educational services, including reading programs, money management classes and GED (General Equivalency Diploma) classes.

Outreach Program:

The Corporation will seek to reach out to those persons attending its other activities and to the community at large, particularly those individuals in the community who have suffered tragedies in their lives, such as victims of Hurricane Katrina. In all opportunities for which the Corporation is able to minister to the poor or underprivileged, the Corporation will seek to show the love of Christ by offering clothing and job-related information.

Services Planned for the Future

The Corporation will endeavor to one day provide a small clinic for basic medical care and basic legal services and advice to the poor and underprivileged in the area.

This is where Lighthouse applied for a rehabilitation program
Under our tax-exempt status. 501(c)3

care facility. The petitioner currently operates the Lighthouse Rescue Mission located at 204 Eupora Street in Hattiesburg, and the group care facility would operate similarly to the Lighthouse Rescue Mission, but for men only. The petitioner proposed no changes to the layout of the property or any additions that would trigger a site plan review. There is also no intent by the petitioner to remove any of the existing fencing that surrounds the property as a way to maintain privacy for the occupants.

Group Care Facilities are not permitted in a B-5 Zoning district, where the highest commercial classification they can be conditionally approved in is a B-3, Community Business District. Group care facilities and homes require conditional use approvals and are not permitted by right in any zone.

Downzoning of the property to a B-3 aligns better with the future land use map for the entire Broadway Corridor, which calls it to develop as a "Community Business Corridor." Multiple properties that front Broadway Drive now are also zoned B-3, but a large portion of the corridor is zoned B-5. Commissioners can add conditions for use as needed for the proposed use. The Commission can further restrict the number of residents if deemed necessary. All aspects of how a business operates should be taken into consideration for conditional use requests in regards to the location and surrounding neighborhood.

Option:

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

12.3.3.2 Additional Approval Criteria. The applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.

ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units

This is where city planning stated their desire for us to rezone to better align with the future land use map for Broadway Drive.

HPC Item: C

SUBJECT PARCEL:

408 Broadway Dr—Lighthouse Men's Rehabilitation Program

Kenneth Thronson and John Guice, Applicants.

The petitioners request rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

P51

This is the first page of the PowerPoint that the city presented to the Planning Commission acknowledging Lighthouse as a rehabilitation program.

Exhibit A

For zoning change:

On behalf of The Lighthouse Rescue Mission, a 501(c)(3) Christian-based charity, we extend our gratitude for your consideration of this significant proposal. Our mission is to provide crucial support to individuals grappling with drug addiction, and we are poised to extend our impact within the community. We seek to acquire a property currently zoned as B-5, a site that boasts a notable history as a rehabilitation center. Our aim is to honor and revitalize this legacy by transforming this property into a center for recovery.

Although the existing B-5 zoning permits the operation of rehabilitation centers, it does not directly cater for the model that the city's pre-application committee has defined for our proposal. The committee designated our planned use as a "group facility." However, it's crucial to note that our intended model, which includes providing individual cottages within a supportive community, is essentially an evolution of the property's original purpose as a rehabilitation center.

The neighborhood has experienced considerable transformation in recent years, marked primarily by the departure of various businesses and car dealerships. This has left a number of properties vacant, disrupting community dynamics and leading to unfortunate instances of property misuse, as evidenced by the recent break-ins and vandalism at the property in question.

This shift in circumstances and the ensuing problems associated with vacant properties illustrate a material change in the neighborhood's conditions, fulfilling the necessary criteria for rezoning. They underscore the urgent need for the positive and productive use of such properties. Our proposed project aims to breathe new life into this vacant property, fulfilling a critical community need and actively mitigating the negative trends that have emerged recently.

The property's historical role as a rehabilitation center makes it ideally suited for our intended use. The existing structures and the neighborhood's familiarity with the property's function are significant advantages. We do not plan to construct new buildings; instead, we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

Looking at the broader context, our proposed facility responds to a pressing community need. The widespread effects of drug addiction impact individuals, families, and the wider community.

P57

This is our application where we disagreed with labeling Lighthouse as a group home. (See Slides 3, 4, 5, & 6)

Our facility will provide a structured environment for recovery, serving as a beacon of hope for those striving to overcome addiction.

Moreover, our facility will significantly contribute to alleviating the strain on healthcare systems, law enforcement, and social services. It serves a dual purpose: providing vital resources for individuals on their journey to recovery and helping mitigate the broader social and economic issues associated with addiction.

In conclusion, the rezoning of this property to accommodate its use aligns with the property's history and responds to the evolving needs of our community. By transforming this vacant property into a center of recovery and hope, we can restore its function and contribute positively to the community.

We kindly request your support for this endeavor, as we remain steadfast in our commitment to enhancing the wellbeing of our community. Thank you for your time and consideration.

Application Continued

EXHIBIT A

For conditional use:

1. Yes or N/A, there are no listed use conditions in the Hattiesburg land code for group facility.

2. Upon rehabilitating the existing structures on the property, we can expect a reasonable increase in the usage of utilities such as water, electricity, and waste disposal systems. This increase will be proportional to the demand associated with any occupied property and should be comfortably accommodated by the existing municipal systems.

   Moreover, our mission to transform this property into a recovery center will significantly benefit public facilities. By providing a structured environment for those battling drug addiction, we anticipate a decrease in emergency room visits, police encounters, and the strain on other social services often burdened by untreated addiction. Essentially, our services will work to alleviate the pressure on public facilities and resources, offering a supportive pathway to recovery for those in need. In terms of safety and community well-being, transforming the property into a recovery center will prevent it from remaining vacant, thus mitigating the potential for vandalism and other illicit activities. This proactive measure can help reduce the strain on law enforcement and community resources.

3. The size of the site is indeed well-suited for our proposed use as a recovery center. This conclusion is drawn not only from our careful assessment but also from the property's successful past utilization as a rehabilitation center by Pine Grove.

   The property's existing layout, including individual cottages and common areas, aligns seamlessly with our intended model of providing a supportive living community for individuals on their journey to recovery. The individual cottages offer residents a level of privacy and personal space crucial for recovery, while the common areas facilitate community building, group therapy, and shared activities - all vital components of the recovery process.

   Importantly, we have no plans to construct new buildings, as the existing structures adequately serve our needs. We will, however, undertake necessary updates and repairs to ensure the facility is safe, comfortable, and conducive to recovery. The size of the property allows for these renovations without necessitating any significant changes to the site's footprint.

   In summary, the size and layout of the site are inherently conducive to its proposed use. The property's past successful operation under Pine Grove as a rehabilitation center further underlines its suitability. Our vision for the site is essentially an extension of its

Application Continued

historical purpose, optimally utilizing the existing structures and space to provide a much-needed service to our community.

4. Given the nature of the proposed use of the site as a recovery center, there will indeed be additional vehicle traffic associated with the facility's operation. This will mainly consist of staff arrivals and departures, deliveries of goods and supplies, and transportation for residents to and from their workplaces in the later stages of their recovery program.

   While residents themselves will not have personal vehicles on-site, transport will be arranged as needed for work, medical appointments, and other necessary outings. However, it will be minimal impact on local traffic patterns.

   It's important to mention that the property's previous use as a rehabilitation center implies that the local traffic infrastructure is already equipped to handle this level of activity. Moreover, our traffic will be spread throughout the day to avoid contributing to peak hour congestion. As for pedestrian traffic, given the nature of our program and the restrictions on residents' movement, we do not anticipate any significant increase.

   In summary, while there will be some additional vehicle traffic due to the facility's operation, we anticipate it will be well within the capacity of the existing infrastructure, and we will take measures to minimize any potential impact on local traffic.

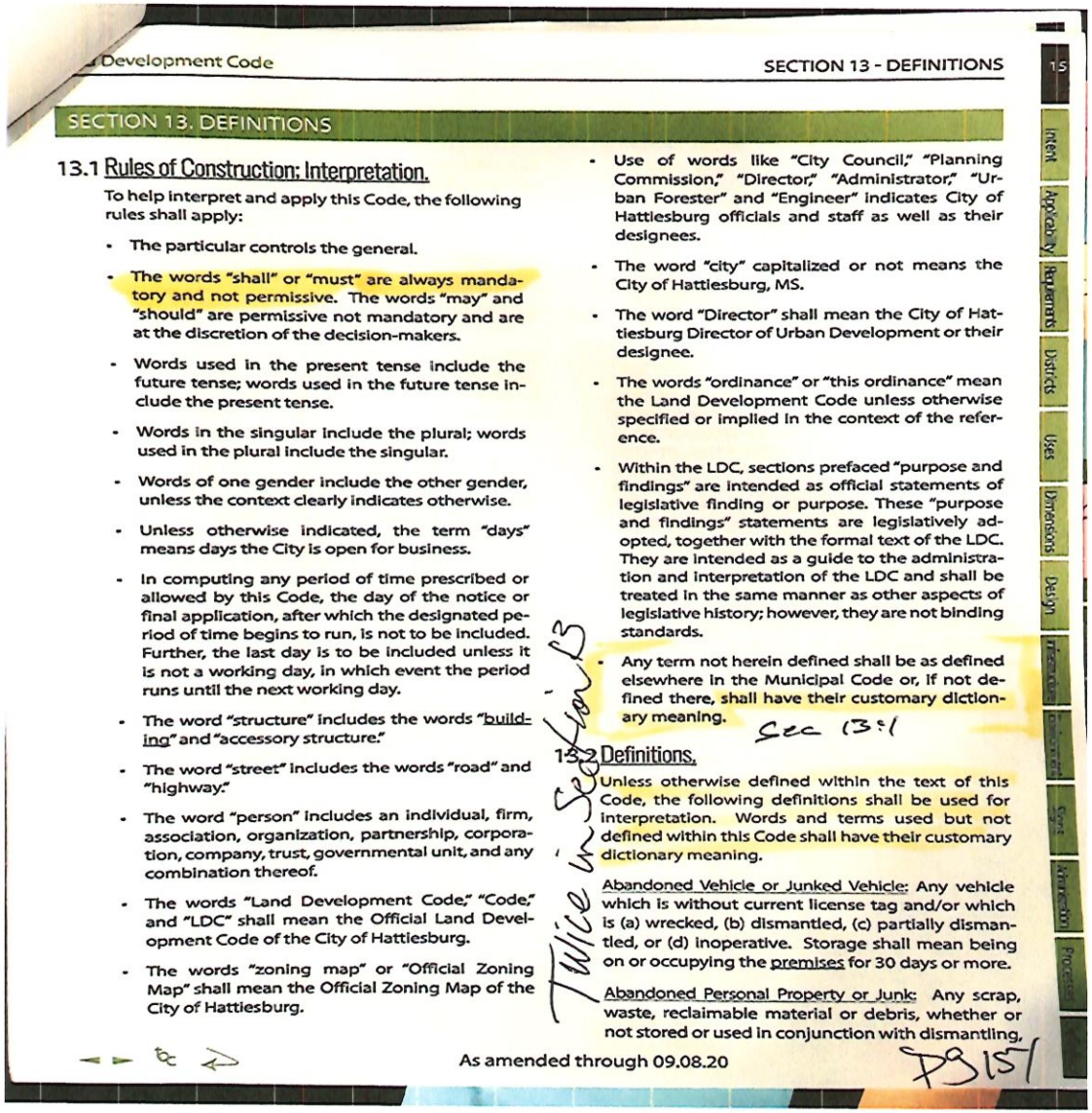
5. No

6. At its peak capacity, the recovery center anticipates hosting up to 65 individuals daily. This figure encompasses both employees working at the center and the men in the recovery program. This number aligns with the historical usage of the property when it functioned as a rehabilitation center under Pine Grove, thus we do not anticipate exceeding its previous maximum capacity.

   Given the property's layout and previous function, there is ample parking available to accommodate the anticipated traffic without causing congestion or requiring any additional construction. The site boasts parking spaces in front of the individual cottages and adjacent to the main building, ensuring a smooth flow of vehicle movement.

   In summary, while we anticipate a regular flow of individuals, both employees and those in recovery, the property is adequately prepared to handle this level of occupancy. Its prior successful operation as a rehabilitation center provides a valuable benchmark for our proposed use, and the existing parking facilities are more than sufficient to cater to our needs.

Application Continued



SECTION 13. DEFINITIONS

13.1 Rules of Construction; Interpretation.

To help interpret and apply this Code, the following rules shall apply:

- The particular controls the general.
- The words "shall" or "must" are always mandatory and not permissive. The words "may" and "should" are permissive not mandatory and are at the discretion of the decision-makers.
- Words used in the present tense include the future tense; words used in the future tense include the present tense.
- Words in the singular include the plural; words used in the plural include the singular.
- Words of one gender include the other gender, unless the context clearly indicates otherwise.
- Unless otherwise indicated, the term "days" means days the City is open for business.
- In computing any period of time prescribed or allowed by this Code, the day of the notice or final application, after which the designated period of time begins to run, is not to be included. Further, the last day is to be included unless it is not a working day, in which event the period runs until the next working day.
- The word "structure" includes the words "building" and "accessory structure."
- The word "street" includes the words "road" and "highway."
- The word "person" includes an individual, firm, association, organization, partnership, corporation, company, trust, governmental unit, and any combination thereof.
- The words "Land Development Code," "Code," and "LDC" shall mean the Official Land Development Code of the City of Hattiesburg.
- The words "zoning map" or "Official Zoning Map" shall mean the Official Zoning Map of the City of Hattiesburg.
- Use of words like "City Council," "Planning Commission," "Director," "Administrator," "Urban Forester" and "Engineer" indicates City of Hattiesburg officials and staff as well as their designees.
- The word "city" capitalized or not means the City of Hattiesburg, MS.
- The word "Director" shall mean the City of Hattiesburg Director of Urban Development or their designee.
- The words "ordinance" or "this ordinance" mean the Land Development Code unless otherwise specified or implied in the context of the reference.
- Within the LDC, sections prefaced "purpose and findings" are intended as official statements of legislative finding or purpose. These "purpose and findings" statements are legislatively adopted, together with the formal text of the LDC. They are intended as a guide to the administration and interpretation of the LDC and shall be treated in the same manner as other aspects of legislative history; however, they are not binding standards.
- Any term not herein defined shall be as defined elsewhere in the Municipal Code or, if not defined there, shall have their customary dictionary meaning.

See 13.1

Twice in Section 13

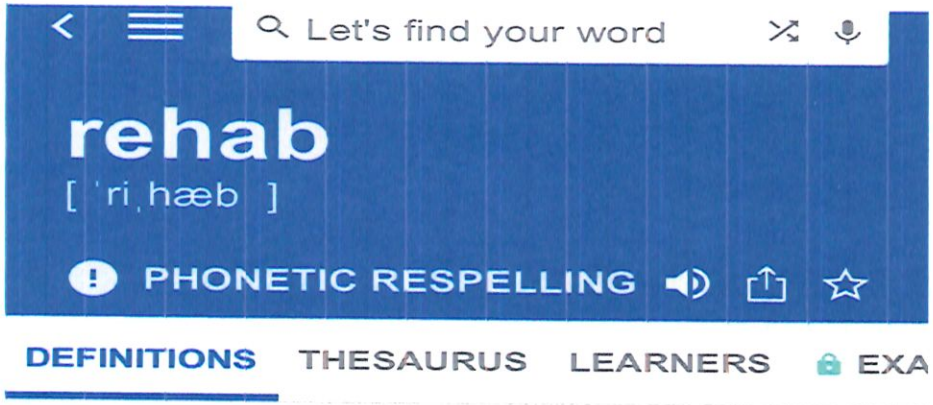
13.2 Definitions.

Unless otherwise defined within the text of this Code, the following definitions shall be used for interpretation. Words and terms used but not defined within this Code shall have their customary dictionary meaning.

Abandoned Vehicle or Junked Vehicle: Any vehicle which is without current license tag and/or which is (a) wrecked, (b) dismantled, (c) partially dismantled, or (d) inoperative. Storage shall mean being on or occupying the premises for 30 days or more.

Abandoned Personal Property or Junk: Any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling,

The City Planning also stated
that they designated Lighthouse
as a group home/center
because
there was not a
definition for rehabilitation in
the Land Development Code Book.
(See page 151)
(Read Procedure to use Dictionary)



1 rehabilitation, especially a program or facility for treating persons addicted to drugs or alcohol or recovering from certain medical conditions:
He's been sober since coming out of rehab.
She checked into rehab after suffering a stroke.

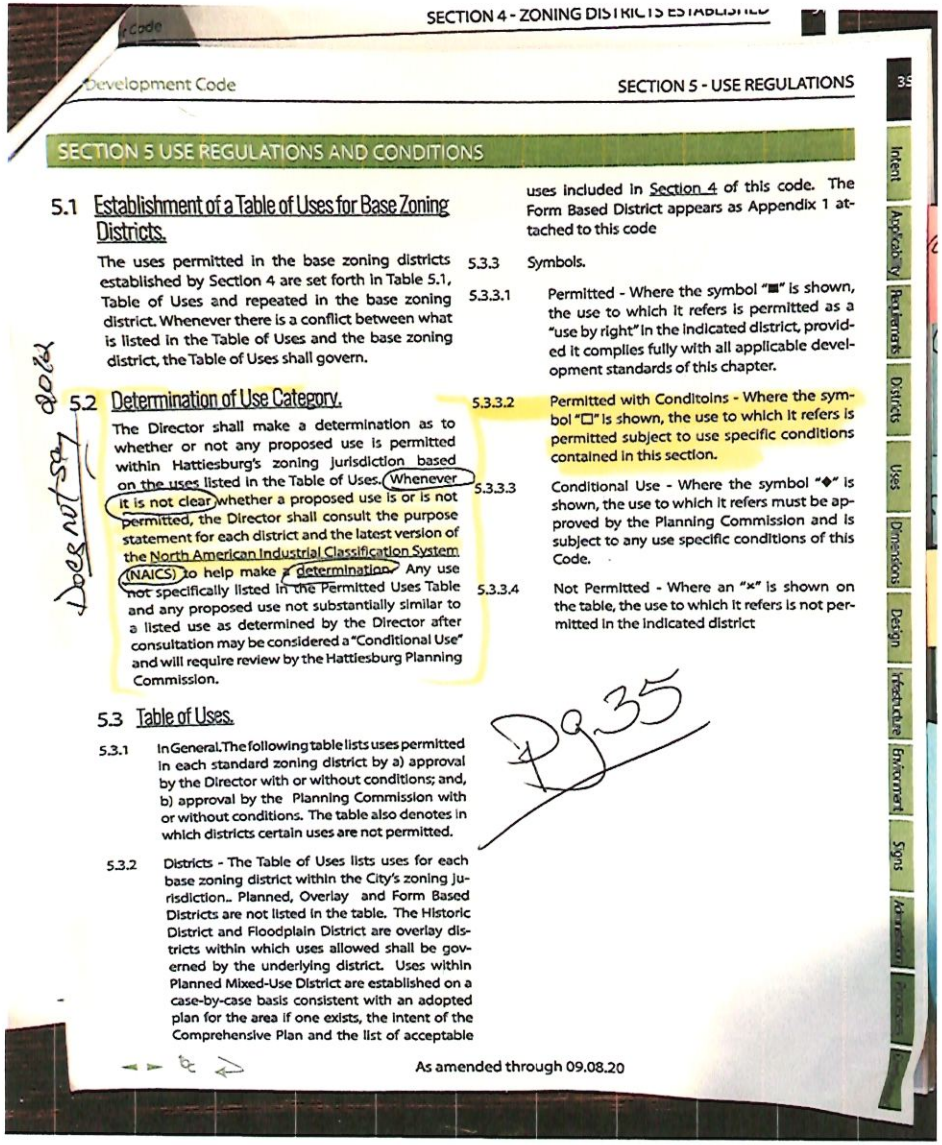
2 a rehabilitated building.

adjective

3 of or relating to rehabilitation:
funds for new rehab projects in the city.

verb (used with object), **re·habbed, re·hab·bing.**

Definition of Rehabilitation According to Online Dictionary



SECTION 5 USE REGULATIONS AND CONDITIONS

5.1 Establishment of a Table of Uses for Base Zoning Districts.

The uses permitted in the base zoning districts established by Section 4 are set forth in Table 5.1, Table of Uses and repeated in the base zoning district. Whenever there is a conflict between what is listed in the Table of Uses and the base zoning district, the Table of Uses shall govern.

5.2 Determination of Use Category.

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3 Table of Uses.

5.3.1 In General. The following table lists uses permitted in each standard zoning district by a) approval by the Director with or without conditions; and, b) approval by the Planning Commission with or without conditions. The table also denotes in which districts certain uses are not permitted.

5.3.2 Districts - The Table of Uses lists uses for each base zoning district within the City's zoning jurisdiction.. Planned, Overlay and Form Based Districts are not listed in the table. The Historic District and Floodplain District are overlay districts within which uses allowed shall be governed by the underlying district. Uses within Planned Mixed-Use District are established on a case-by-case basis consistent with an adopted plan for the area if one exists, the intent of the Comprehensive Plan and the list of acceptable uses included in Section 4 of this code. The Form Based District appears as Appendix 1 attached to this code

5.3.3 Symbols.

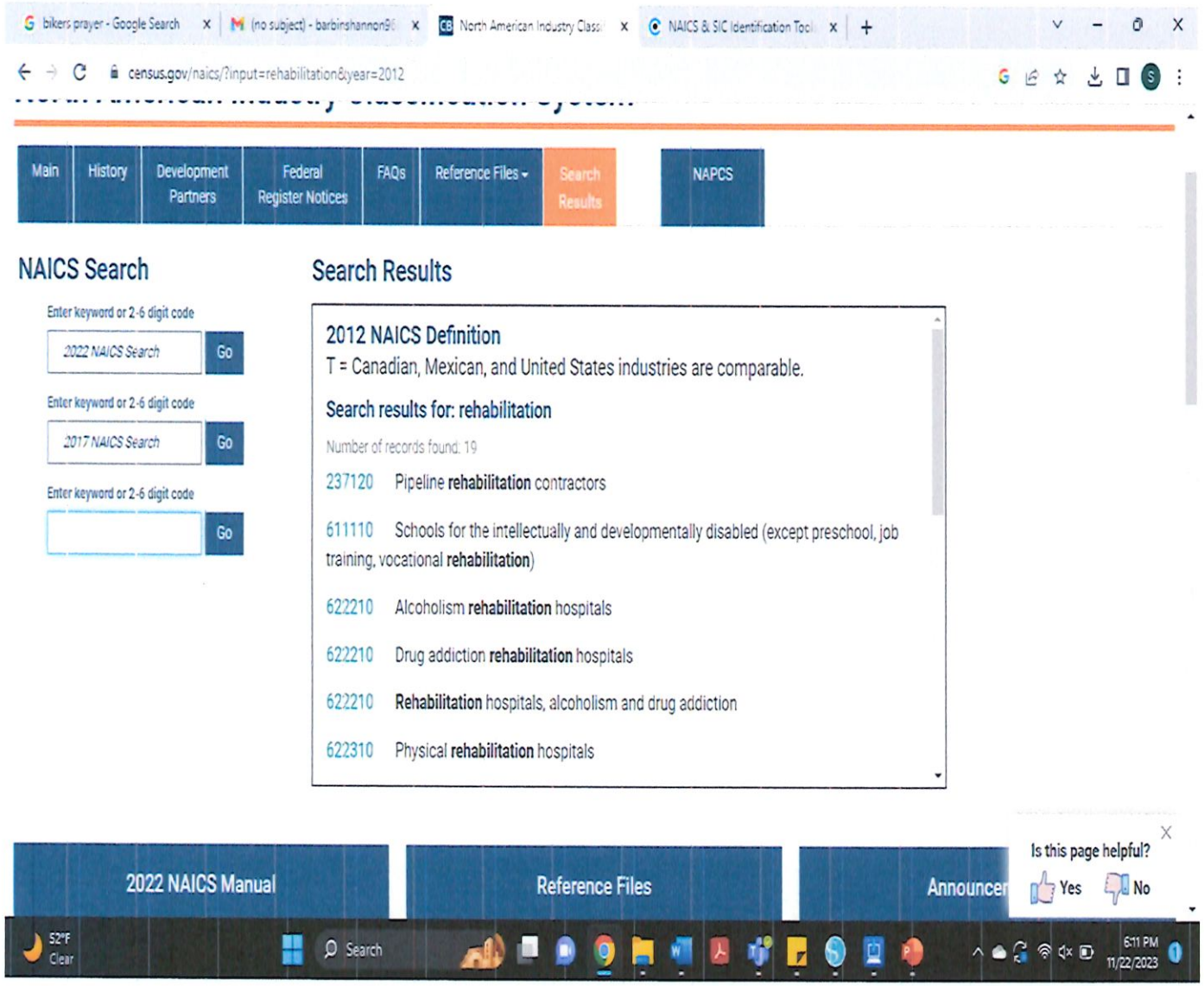
5.3.3.1 Permitted - Where the symbol "■" is shown, the use to which it refers is permitted as a "use by right" in the indicated district, provided it complies fully with all applicable development standards of this chapter.

5.3.3.2 Permitted with Conditoins - Where the symbol "□" is shown, the use to which it refers is permitted subject to use specific conditions contained in this section.

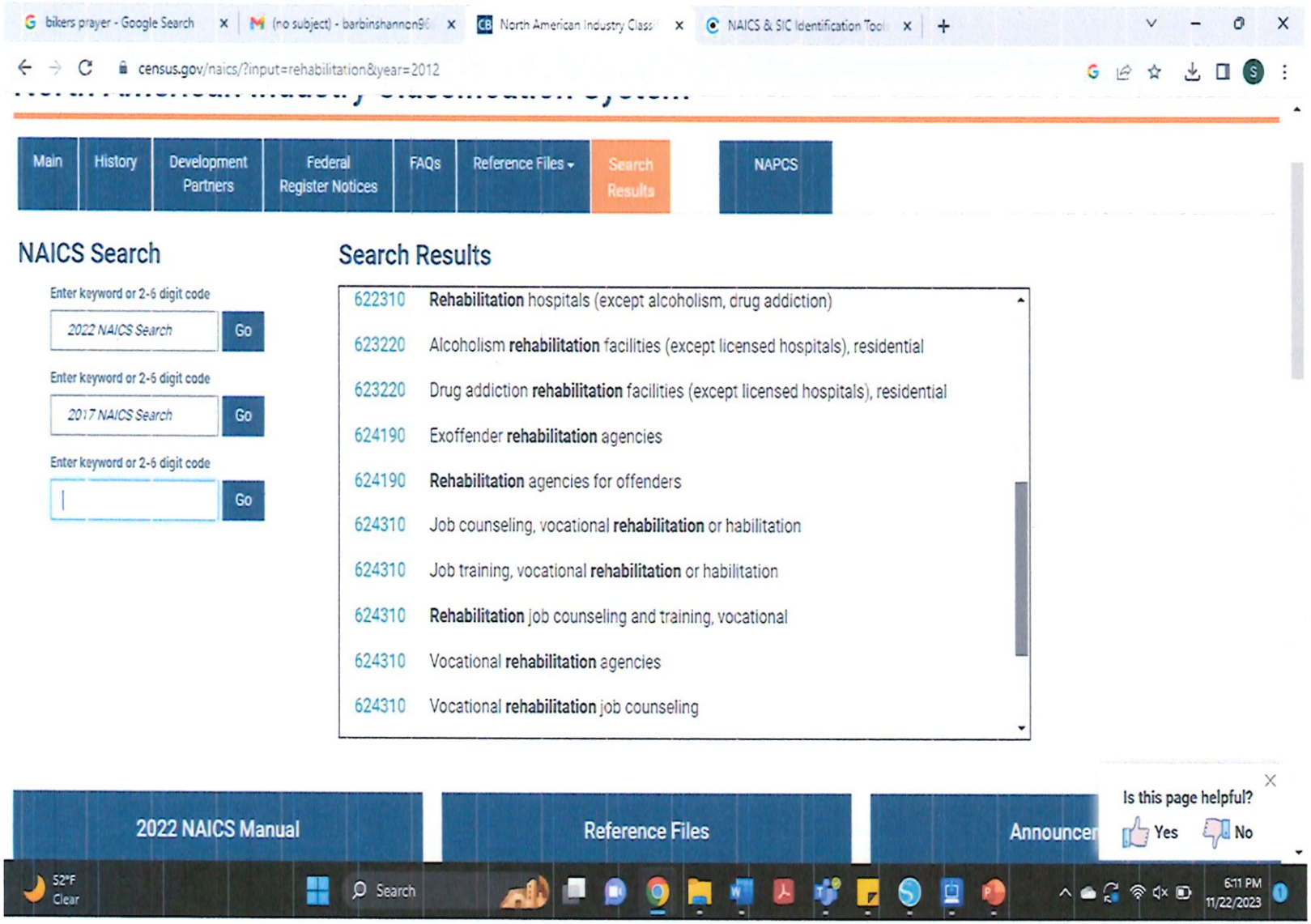
5.3.3.3 Conditional Use - Where the symbol "◆" is shown, the use to which it refers must be approved by the Planning Commission and is subject to any use specific conditions of this Code.

5.3.3.4 Not Permitted - Where an "×" is shown on the table, the use to which it refers is not permitted in the indicated district

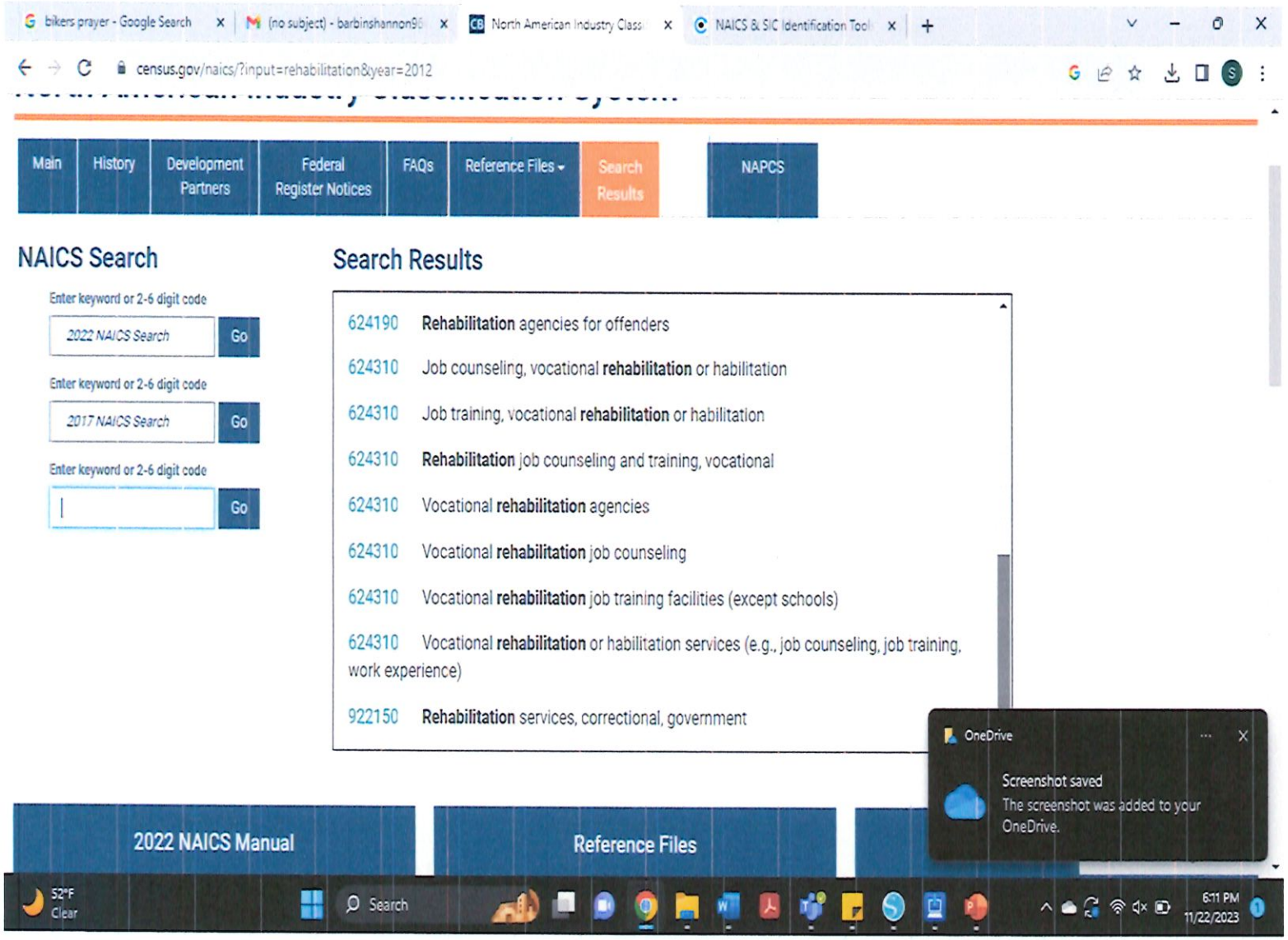
If still uncertain after using the dictionary, city planning can also Refer to the **LATEST EDITION** of NAICS to help make a determination. (There is no year of NAICS suggested to use.)



List of organizations
That fall under
Rehabilitation (2012)



List of organizations
That fall under
Rehabilitation (2012)



List of organizations
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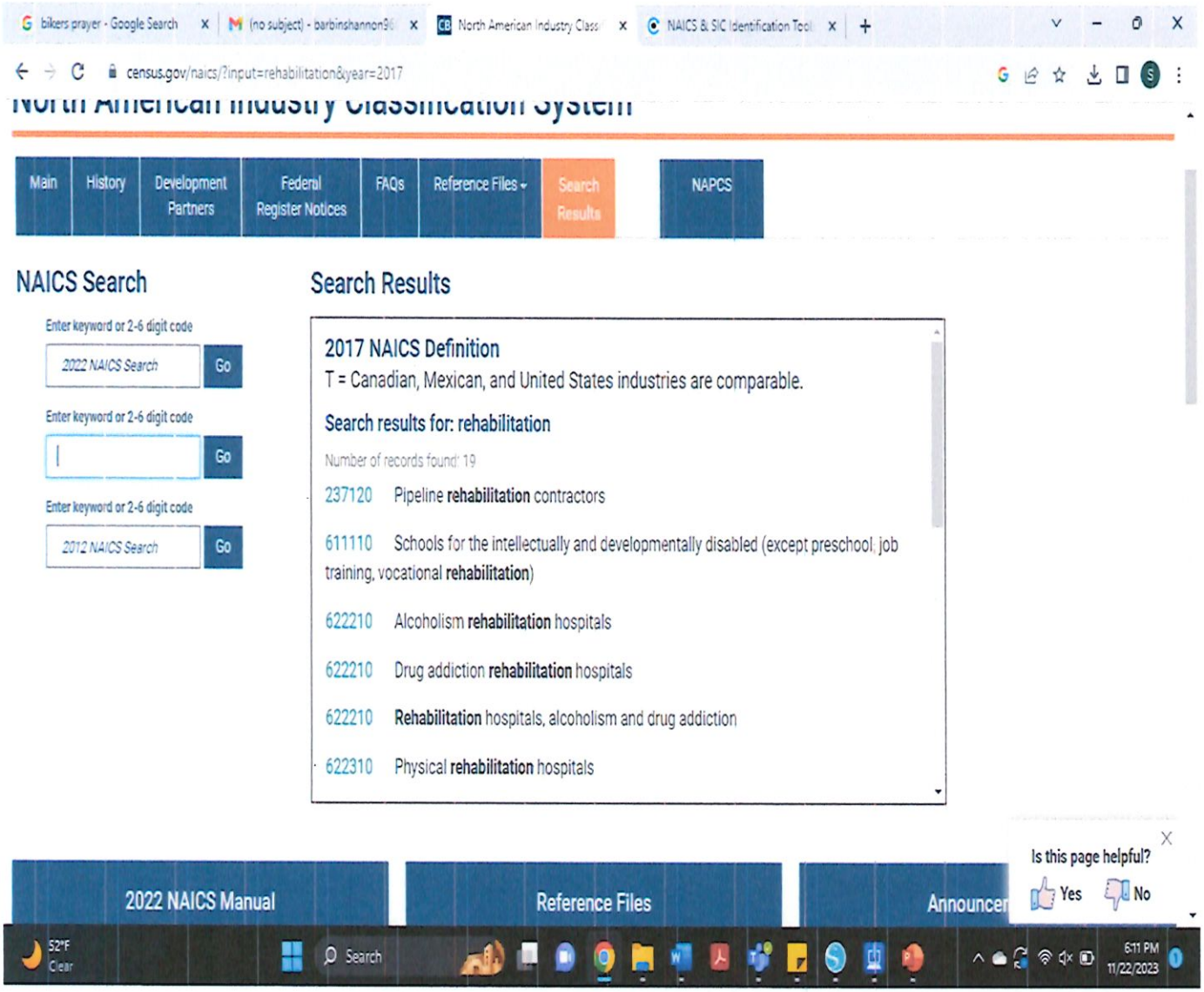
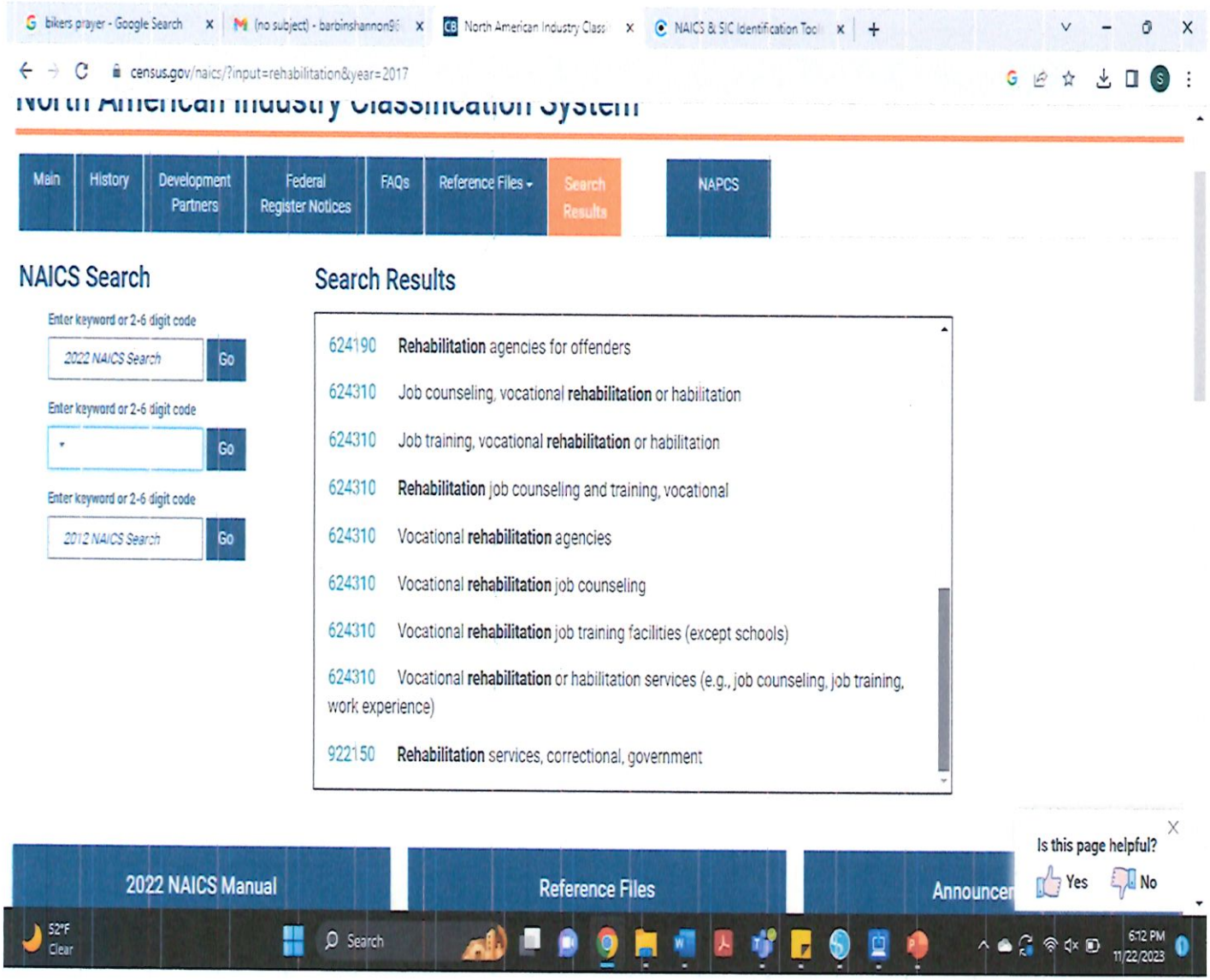
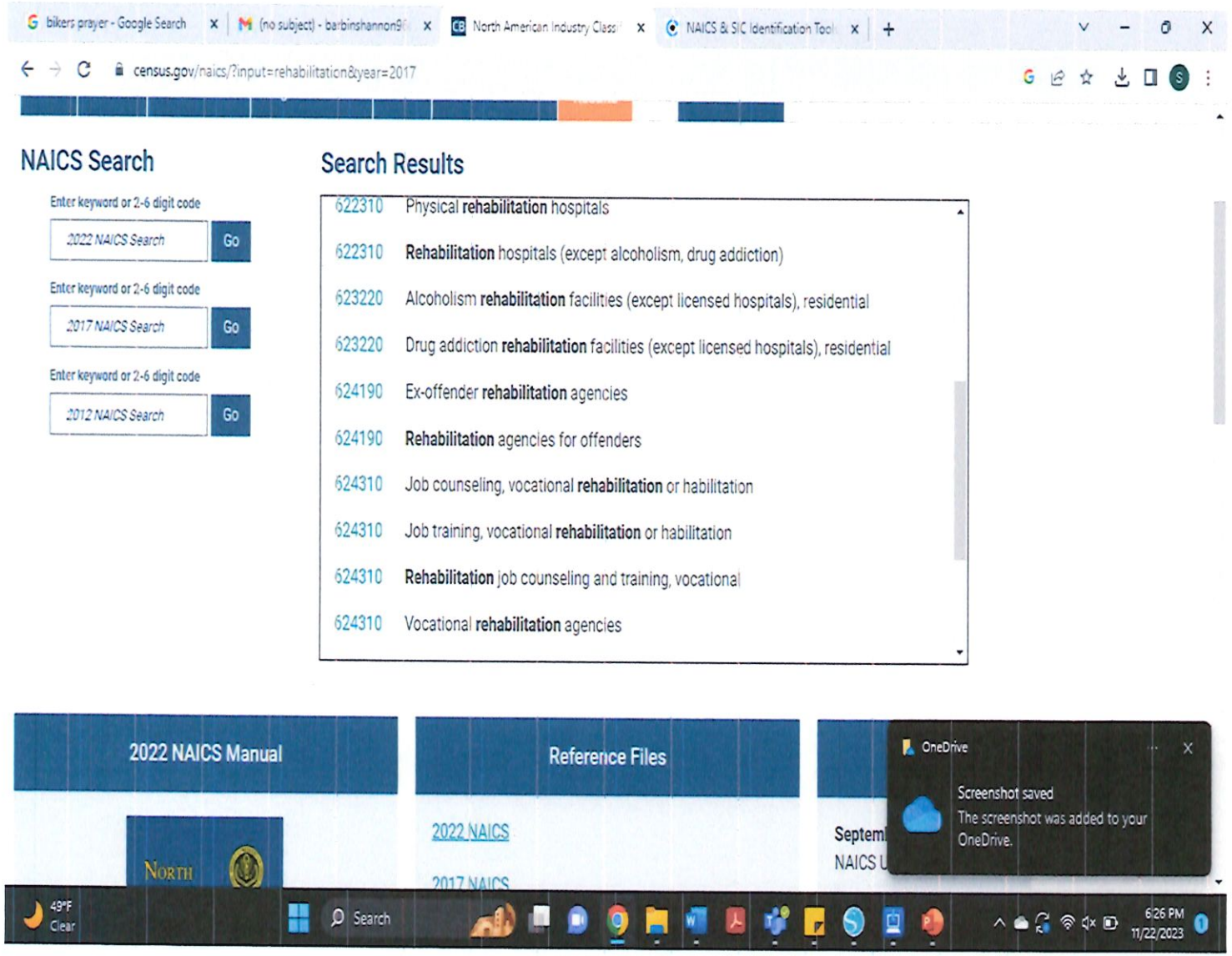


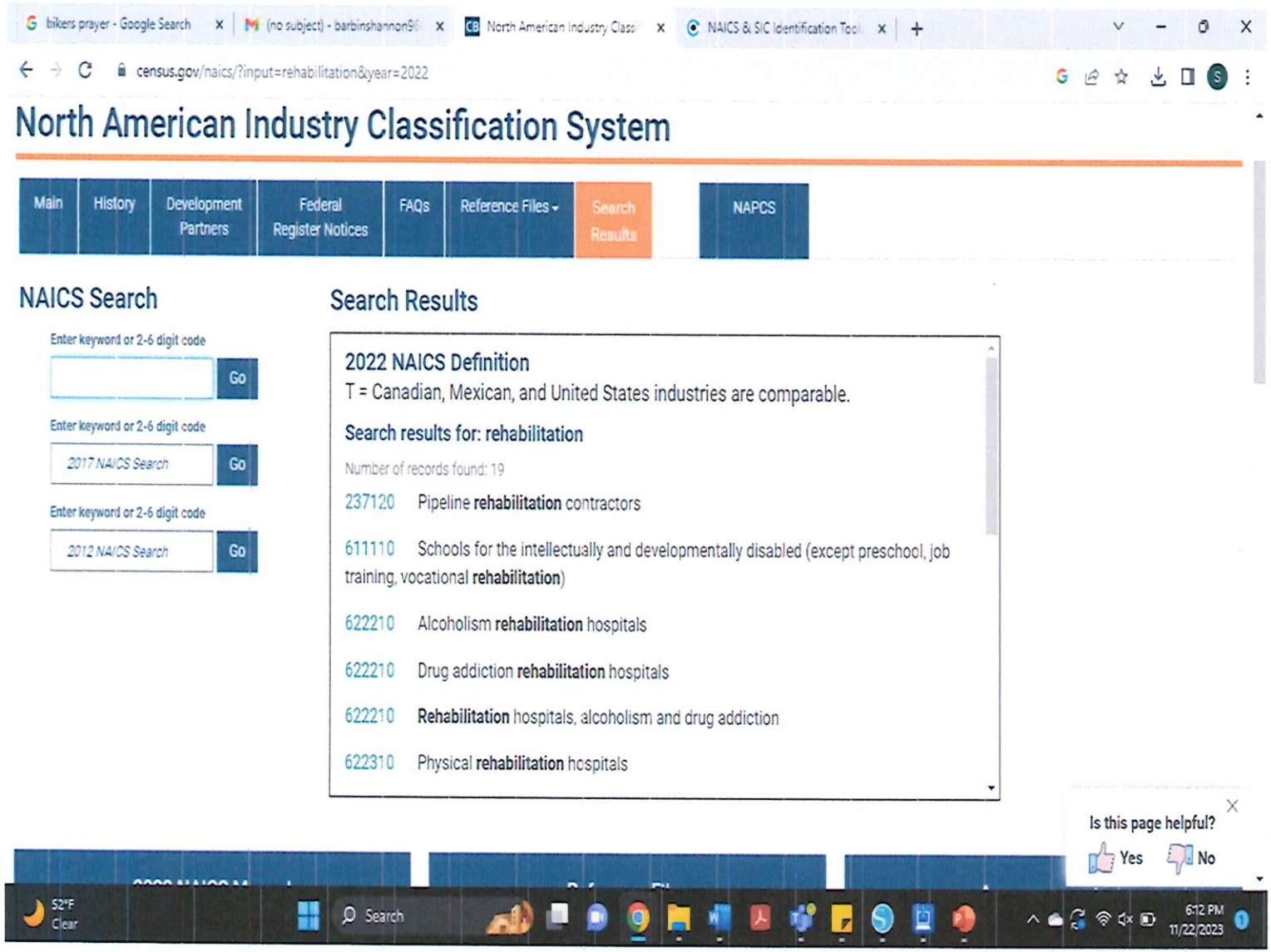
List of organizations
That fall under
Rehabilitation (2017)



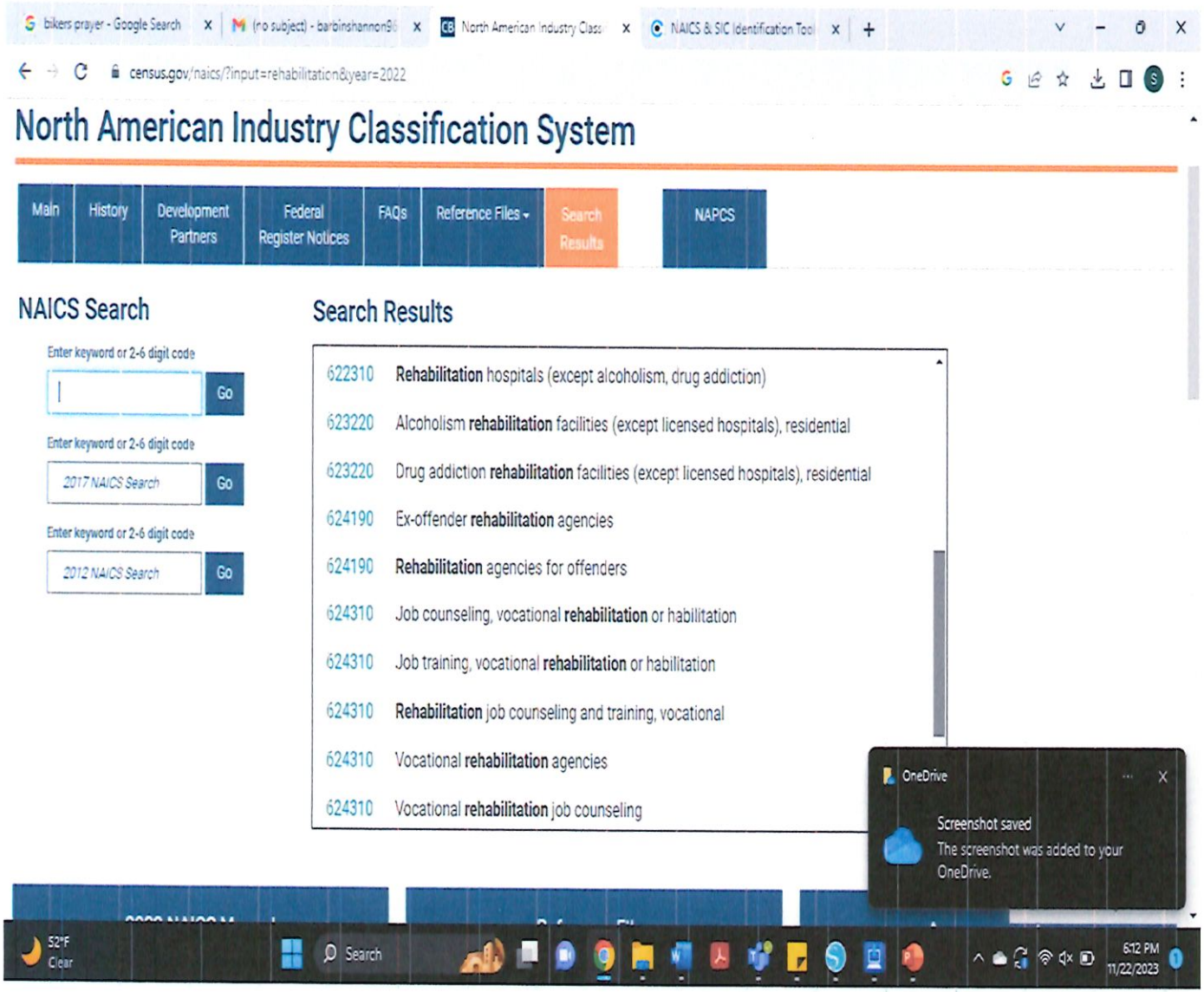
List of organizations
That fall under
Rehabilitation (2017)



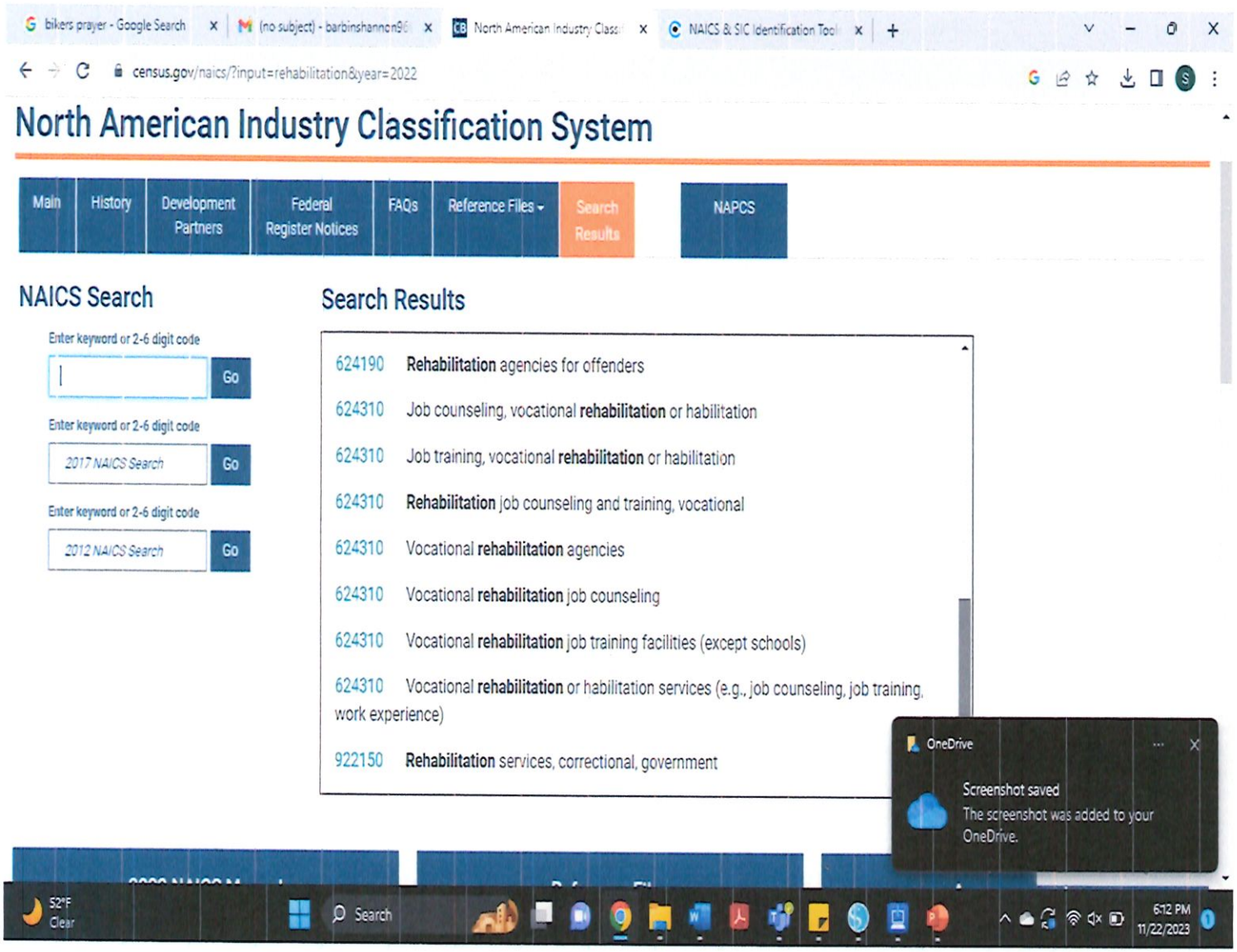
List of organizations
That fall under
Rehabilitation (2017)



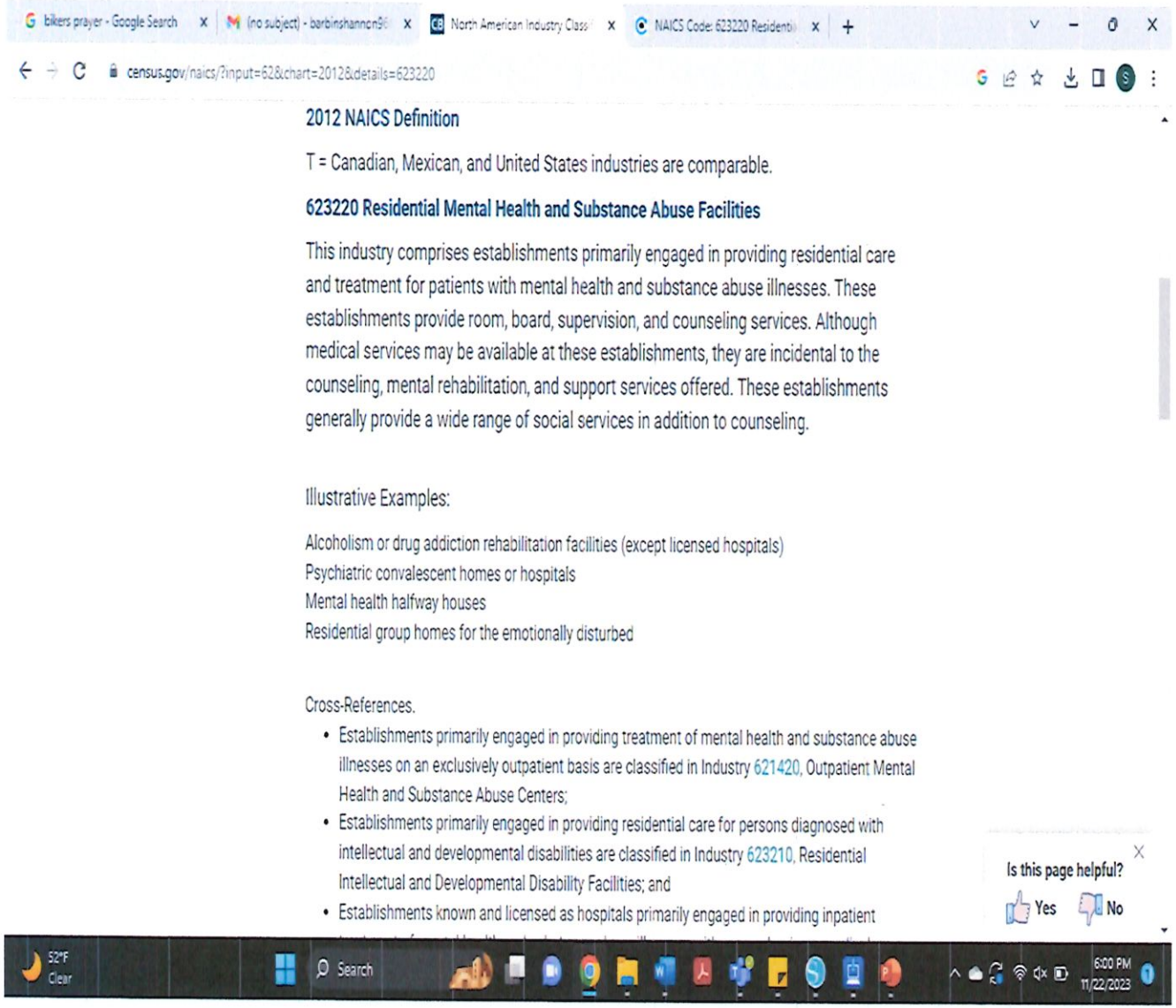
List of organizations
That fall under
Rehabilitation (2022)



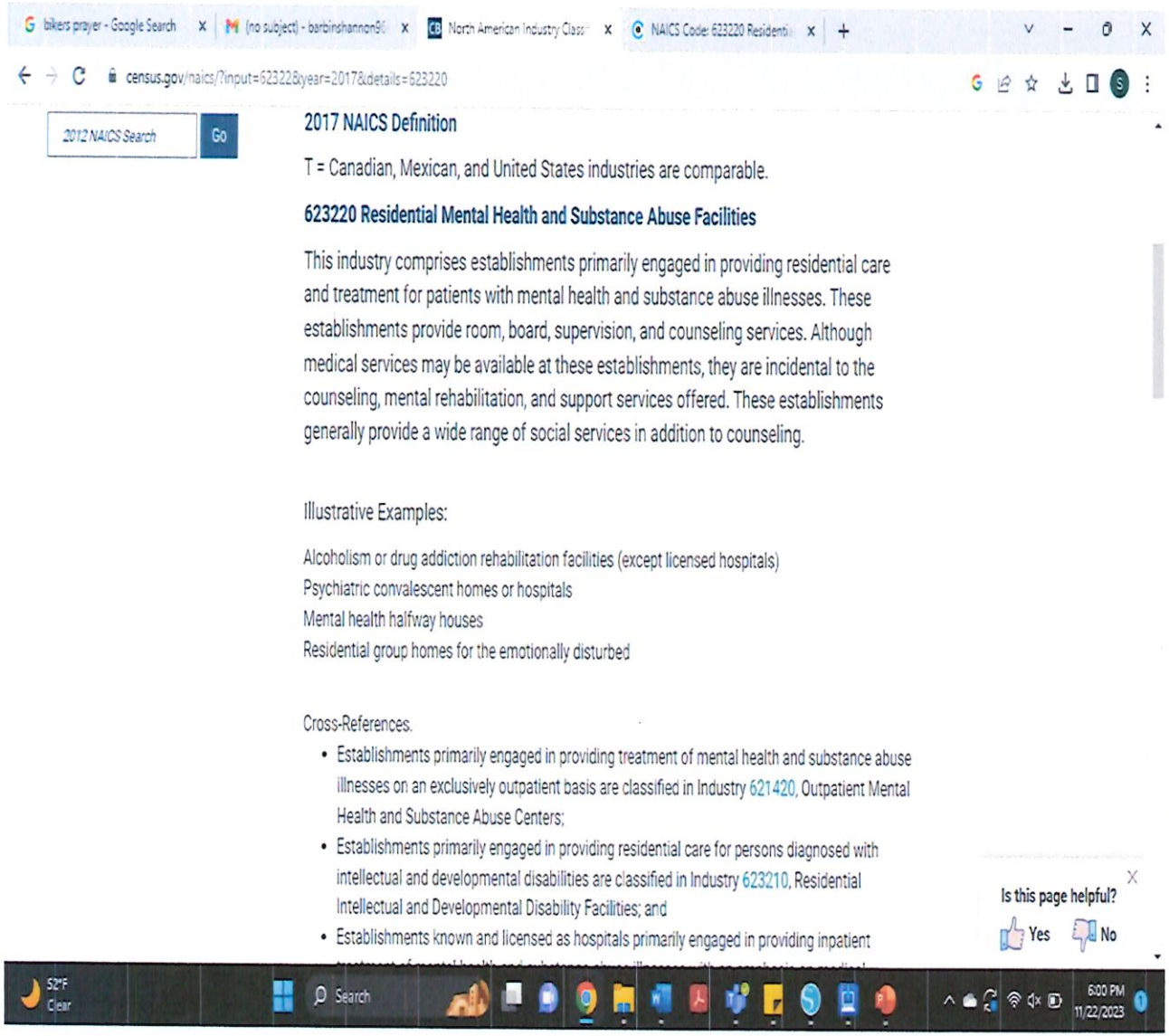
List of organizations
That fall under
Rehabilitation (2022)



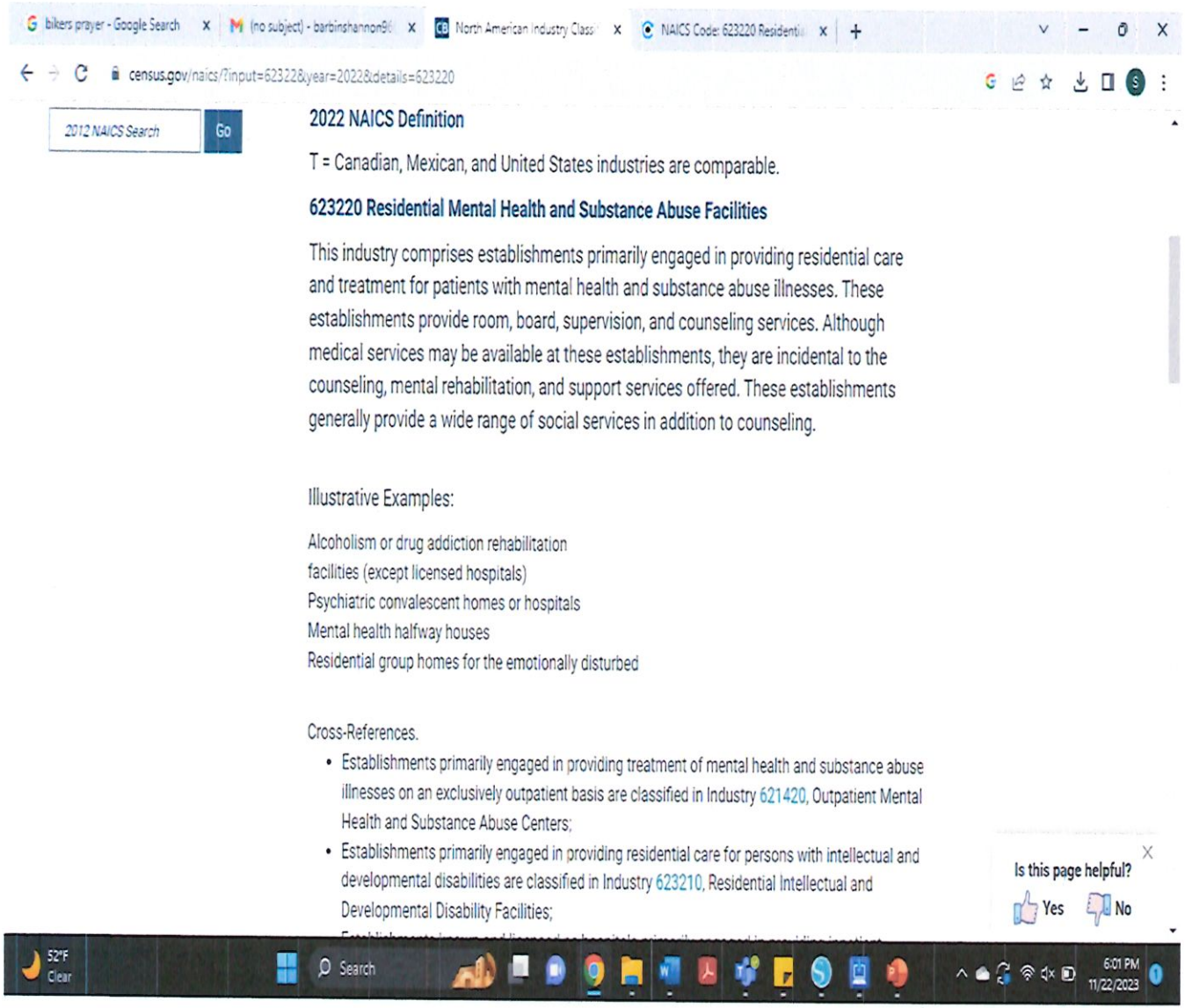
List of organizations
That fall under
Rehabilitation (2022)



This NAICS definition for rehabilitation under Code 623220 for 2012



This NAICS definition for rehabilitation under Code 623220 for 2017



This NAICS definition for rehabilitation under Code 623220 for 2022

for a Conditional Use ceases to be used in a bona fide manner as a legal nonconforming use for continuous period of six consecutive calendar months;

iii. When a building desiged or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional Use for a period of six consecutive calendar months.

12.3.4 Approved Site Plans. Whenever a site plan is required for an appeal, the site plan shall be reviewed for conformity with the requirements of this Code and, if approved, shall be binding on the property. The Site and Design Review Committee may approve minor variations to the site plan during construction to accommodate unforeseen onsite issues provided that those variations do not alter the location, character, use, function, capacity or offsite impacts of the project as determined by the Committee. Any significant change in a site plan shall require the applicant to apply for board approval using the same process and procedures required for original approval. Approved site plans are good for a maximum of one year unless a valid building permit exists for construction according to the site plan.

12.3.5 Application Requirements for Legislative Approval.

12.3.5.1 Pre-Application Review.

i. A pre-application review allows the staff to review and discuss a project with an applicant to provide general feedback and ideas. After a pre-application review, a development application may be submitted. If the Director determines there is little value to the applicant or staff for the requirement for a pre-application review, the Director may waive this requirement.

ii. A pre-application review will:

- Help the City understand the project and the applicant's objectives;
- Identify required project approvals and processes;
- Identify submittal requirements including required documents, drawings, special studies, fees and other materials necessary for a complete application, and,
- Identify significant issues including Code related issues and physical constraints.

iii. The Site and Design Review Committee conducts the pre-application review.

12.3.5.2 Application Requirements.

i. During the pre-application review, required submittal materials to begin review of the project will be identified in checklist form including fees.

ii. The Director will determine if an application is complete. If it is not complete, the applicant will be notified and the submittal will be returned.

12.3.5.3 General Approval Criteria. No application will be approved unless all of the following criteria are satisfied.

i. Compliance with the Hattiesburg Comprehensive Plan.

ii. Compliance with this Code.

iii. Conditions of any prior approvals.

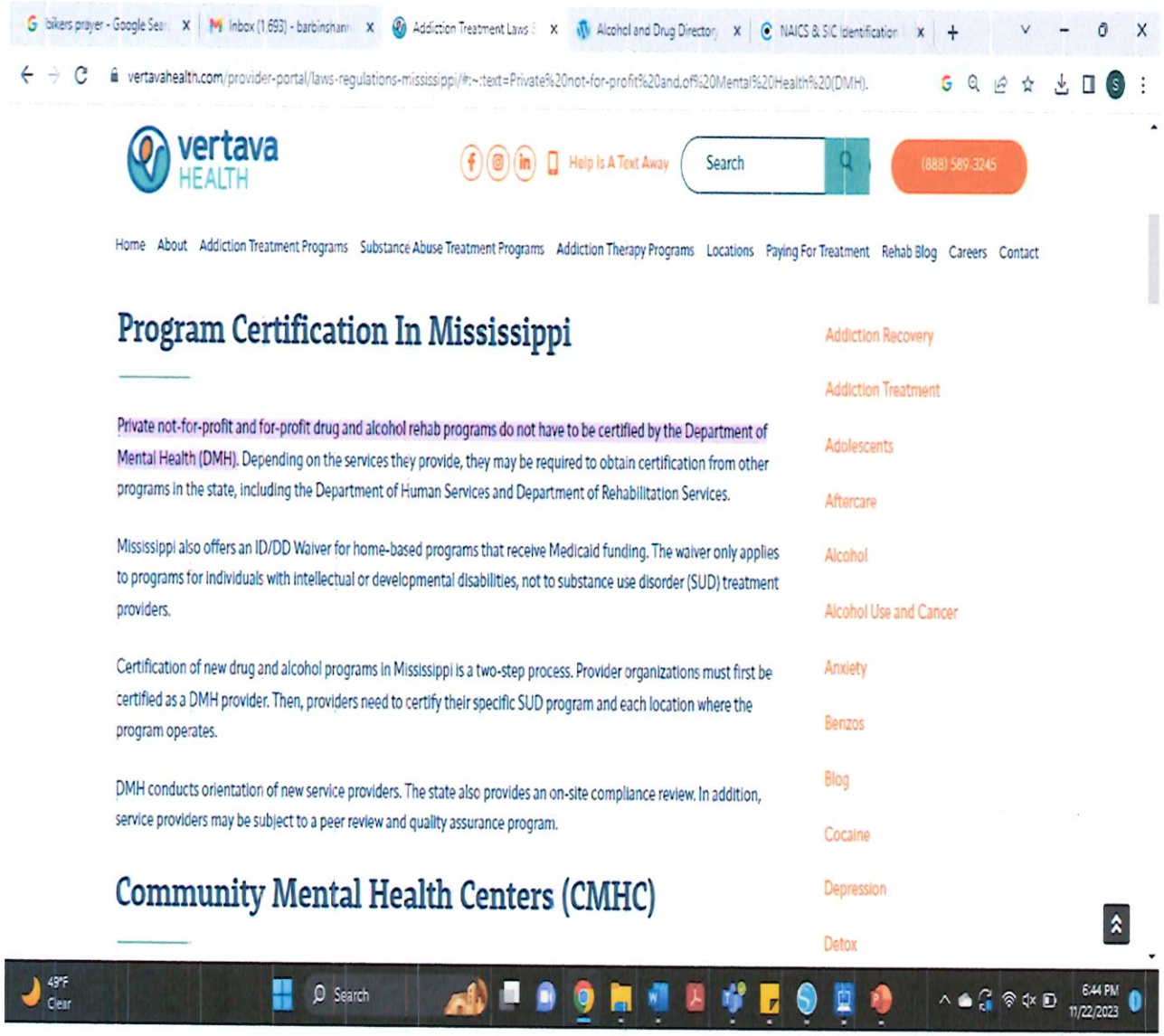
iv. The availability of adequate public facilities and utilities concurrent with the development.

v. The receipt of any applicable local, state and federal permits.

12.3.5.4 Procedures.

i. Once the Director determines an application is complete, the Site and Design Review Committee and representatives from City departments and divisions for compliance with City codes and policies

Under section 12.3.5.1, the application
Review does not state anywhere in that
Section that city planning has the authority
To designate an organization anything
Other than what the applicant communicates it is.



Mississippi does not require
Non-profit to be licensed for a
Rehab center for drugs and alcohol

This is the twenty-third (23rd) edition of the Mississippi Department of Mental Health's Division of Alcohol & Drug Addiction Services Resource Directory. Programs receiving funding from the Mississippi Department of Mental Health are required to be certified according to its *Operational Standards for Mental Health, Intellectual/Developmental Disabilities and Substance Use Disorders Community Service Providers*. Other programs may voluntarily apply for this certification. Certification by the Mississippi Department of Mental Health may involve the entire service provider or particular programs or service areas (i.e. residential services, DUI assessment, outpatient services, etc.). The service providers listed in this directory are certified by the Mississippi Department of Mental Health.

Wendy D. Bailey
Mississippi Department of Mental Health
Executive Director

Mississippi Department of Mental Health
1101 Robert E. Lee Building
239 North Lamar St.
Jackson, MS 39201
601-359-1288

Mississippi does not require
Non-profit to be licensed for a
Rehab center for drugs and alcohol

Printer Friendly Version

Lighthouse Rescue Mission, Inc.

Purpose

To provide relief to the homeless, poor, and under priviledged by providing a day shelter, overnight shelter, rehabilitation programs, second chance church, and outreach programs.

Filing Information

Filing Number:	100010223
Filing Status:	Current - Registered
Initial Date Filed:	
Expiration Date:	05/15/2024

Address

204 Eupora Street
Hattiesburg, MS 39401

Contact Information

Lighthouse Rescue Mission
Is registered with the state of
Mississippi as a rehabilitation center
and other

Pine Grove

Forrest Health®

- Men's Substance Treatment:

  24 Beds

- Women's Center

(Beds also serve for trauma and compulsive behaviors):

  21 Beds

- Child and Adolescent Unit:

  30 Beds

The cost of treatment without insurance is $19,500.

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE

Provisional Data Report
Calendar Year 2021

Mississippi Board of Pharmacy
Mississippi Bureau of Narcotics
Mississippi State Department of Health
Mississippi Department of Mental Health
Mississippi Public Health Institute

5/10/2022

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE

Calendar Year 2021

SUSPECTED DRUG OVERDOSE DEATHS

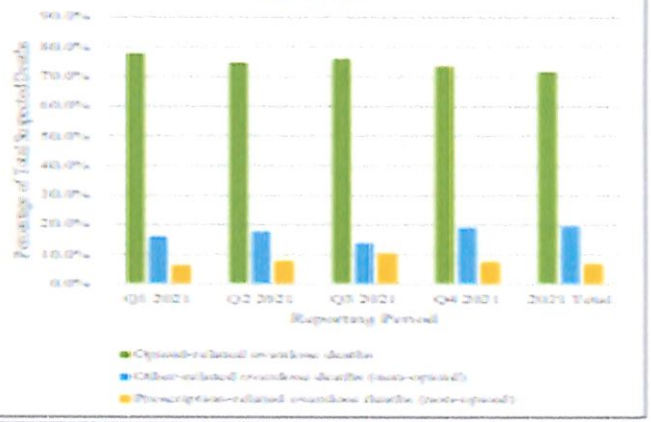
FINDINGS

- In 2021, 352 (71.7%) of the 491 suspected overdose deaths reported to the Mississippi Bureau of Narcotics (MBN) were opioid-related. The number of opioid-related deaths increased by 9% from 2020 to 2021, and the total number of overdose deaths increased by 10.8%.
- The number of deaths involving heroin decreased from 2020 (80 deaths) to 2021 (43 deaths) by 46.3%. The number of deaths involving fentanyl increased from 2020 (237 deaths) to 2021 (280 deaths) by 18.14%.
- There were 11.8 opioid-related overdose deaths per 100,000 persons reported to the Mississippi Bureau of Narcotics (MBN) in 2021.
- 187 (38%) of the 491 suspected overdose deaths involved methamphetamine.

Table 1. Number of Suspected Overdose Deaths Reported to MBN by Type of Involved Substance, MS, 2021*

	Q1 2021	Q2 2021	Q3 2021	Q4 2021	2021 Total/Total
Prescription opioid related overdose	10	8	7	9	50
Fentanyl-related deaths	24	20	21	16	145
Fentanyl and prescription-related deaths	10	16	13	17	114
Heroin-related deaths	8	8	8	5	17
Heroin and prescription-related deaths	2	1	2	1	5
Heroin and Fentanyl-related deaths	9	6	9	2	21
Total opioid-related overdose deaths	63	59	60	50	352
Other-related overdose deaths	13	14	11	13	96
Prescription-related overdose deaths	5	6	8	5	33
Total non-opioid related overdose deaths	18	20	19	18	10
Overall total suspected overdose deaths	81	79	79	68	491

Figure 4. Percentage of Total Suspected Deaths by Type of Involved Substance, MS, 2021



CONSIDERATIONS: The accurate assessment of drug-related fatalities depends on complete and high-quality data. The reliability of mortality data, however, is impacted by several constraints such as insufficient resources, training, or time for performing thorough death investigations. In addition, Mississippi lacks a centralized system for connecting different entities involved in the compilation and reporting of mortality data. Efficient collaboration among state agencies, educational outreach for coroners, and standardized protocols for drug overdose investigation and reporting are measures that can improve drug-related mortality surveillance. It should also be noted that the MBN does not include a death in the count until a toxicology report has been completed; therefore, currently pending cases will result in increased numbers in the future.

Data Source: Drug-Related Mortality (Mississippi Bureau of Narcotics)

Provisional Data 4

Mississippi has <u>491</u> suspected drug overdose deaths.

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE

Calendar Year 2021

TREATMENT ADMISSIONS FOR OPIOID DISORDERS

FINDINGS

- Table 2 and Figure 8 report opioid-related admissions to facilities certified by the Department of Mental Health (DMH). The data was collected from clients served by the State Opioid Response (SOR) grant, which provides funding for substance use treatment services at reduced or no cost to *underinsured or uninsured* people.
- A total of 1,899 Mississippians were admitted in 2021 to community mental health centers for all substance use disorders and 1062 (see Table 2) for opioid use disorders (includes primary, secondary, and tertiary).
- Opioids were listed as the primary diagnosis for 727 (38.2%) of the 1,899 unique patients admitted in 2021.
- In Q3, the most patients (221) were admitted for opioid use disorder as a primary diagnosis; however, most people admitted in Q2 presented with all substance use disorders in Q2 (572).
- Figure 8 displays the total number of unique patients for whom opioids were a primary, secondary, or tertiary diagnosis. There was an increase in unique patients diagnosed with an opioid use disorder from Q1 to Q3 2021 but a decrease in Q4.
- Due to the limited population, the persons featured in this data source are not a representative sample of the state's substance use or opioid use prevalence. This population, however, does provide a stringent test of program effectiveness.

CONSIDERATIONS: The actual number of unique patients in a host estimate because patients can be admitted to multiple drug treatment programs, relapse, be re-admitted for a different treatment, or re-admitted in a different region.

NOTE: In July 2020, a transition occurred from the historical reporting system to a SAMHSA-recommended statewide reporting system that produces more accurate data. Therefore, some reported numbers may reflect admissions and patient transcending.

Data Source: Treatment Admissions for Opioid Use Disorder (Mississippi Department of Mental Health)

Table 2: Unique Patients at Mental Health Facilities with Opioids as Primary, Secondary, or Tertiary Diagnosis, MS, 2021

	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total 2021
Primary	163	191	221	152	727
Secondary	68	77	72	53	270
Tertiary	22	14	18	11	65
Total	253	282	311	216	1062

Figure 8: Total Unique Patients with Opioids as Primary, Secondary, or Tertiary Diagnosis, MS, 2021

Provisional Data ?

Mississippi had <u>1,062</u> admissions for opioid disorders.

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE

Calendar Year 2021

TREATMENT ADMISSIONS FOR OPIOID DISORDERS: TYPE OF OPIOID

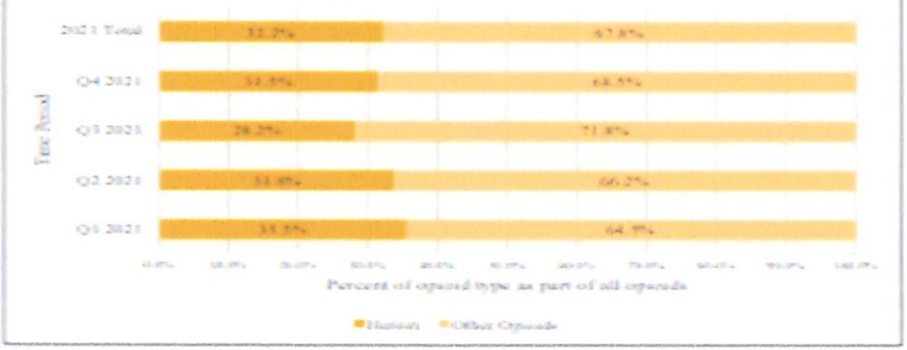
FINDINGS

- Table 3 and Figure 9 report opioid-related admissions to facilities certified by the Department of Mental Health (DMH). The data was collected from clients served by the State Opioid Response (SOR) grant, which provides funding for substance use treatment services at reduced or no cost to *underinsured or uninsured* people.
- Table 3 and Figure 9 categorize the type of opioid involved in opioid-related admissions (primary, secondary, and tertiary diagnoses) to facilities certified by DMH.
- The "other opioids" category includes prescription opioids and constituted 67.8% of all opioid-related admissions in 2021. Heroin represented 32.2% of admissions.
- Q3 was the peak of opioid admissions (309) while the lowest number of admissions was in Q4 (216).
- Due to the limited population, the persons featured in this data source are not a representative sample of the state's substance use or opioid use prevalence. This population, however, does provide a stringent test of program effectiveness.

Table 3: Number of Unique Opioid Patients by Type of Opioid, MS, 2021

	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total 2021
Heroin	89	95	87	69	340
Other Opioids	162	186	222	147	717

Figure 9: Percentage of Unique Opioid Patients according to Type of Opioid, MS, 2021



CONSIDERATIONS: The actual number of unique patients is a best estimate because patients can be admitted to multiple drug treatment programs, relapse, be re-admitted for a different treatment, or re-admitted in a different region.

NOTE: In July 2020, a transition occurred from the historical reporting system to a SAMHSA-recommended statewide reporting system that produces more accurate data. Therefore, some reported numbers may reflect admission and patient monitoring.

Data Source: Treatment Admissions for Opioid Use Disorder (Mississippi Department of Mental Health)

Provisional Data 9

Mississippi had 340 total treatments for heroin.
Mississippi had 717 total for other opioids.
For a grand total of 1,057 people.

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE

Calendar Year 2021

DRUG-RELATED CRIME DATA

FINDINGS

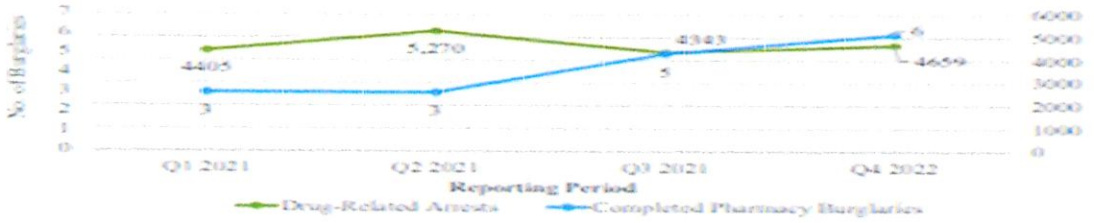
Drug-Related Arrests:

- The total number of drug-related arrests reported in 2021 was 18,688, which increased 13.1% from 2020 (16,523).
- In 2021, an average of 1,557 drug-related arrests were reported each month in Mississippi.
- There were 633 drug-related arrests per 100,000 persons reported to MIBN in 2021.
- In 2021, the greatest numbers of drug-related arrests were reported in DeSoto (2209), Hinds (1527), and Harrison (1512) counties. They accounted for 30.6% of all drug-related arrests in Mississippi.

Pharmacy Burglaries:

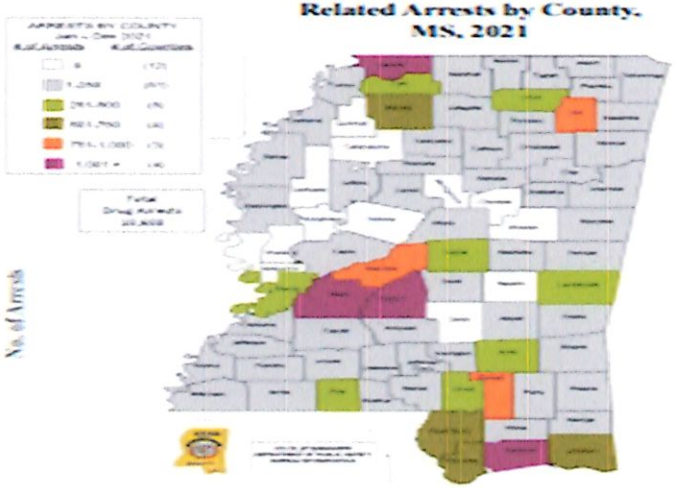
- In 2021, there were 18 completed pharmacy burglaries which was a decrease from 2020.
- There was a 43% decrease in completed pharmacy burglaries from 2020 (31) to 2021 (18).

FIGURE 11: DRUG-RELATED ARRESTS AND PHARMACY BURGLARIES BY QUARTER, MS, 2021



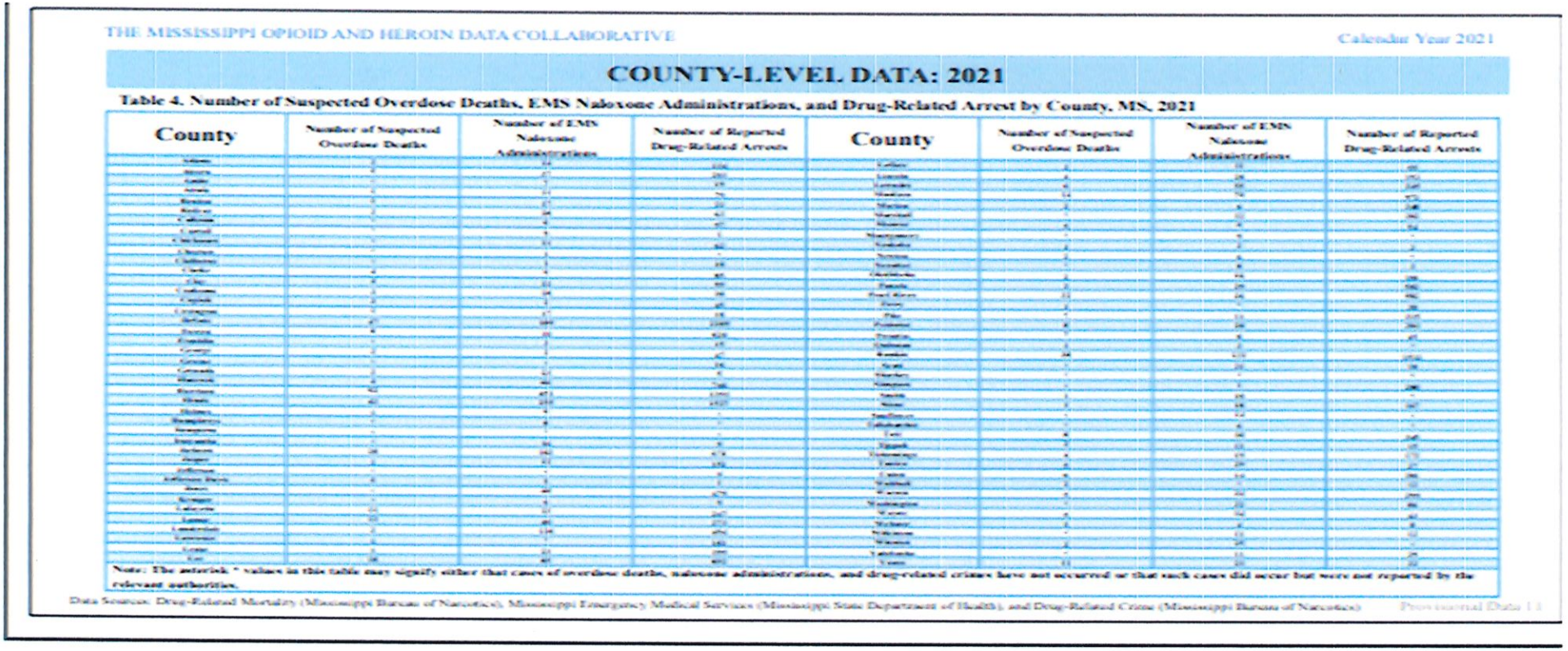
Data Source: Drug-Related Crime (Mississippi Bureau of Narcotics)

Figure 11. Number of Drug-Related Arrests by County, MS, 2021



Provisional Data

Mississippi had a total number of drug-related arrests of 18,688 with an increase of 13.1% from 2020. In 2020 Mississippi had an average of 1,557 drug related arrests per month.



THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE

Calendar Year 2021

COUNTY-LEVEL DATA: 2021

Table 4. Number of Suspected Overdose Deaths, EMS Naloxone Administrations, and Drug-Related Arrest by County, MS, 2021

County	Number of Suspected Overdose Deaths	Number of EMS Naloxone Administrations	Number of Reported Drug-Related Arrests	County	Number of Suspected Overdose Deaths	Number of EMS Naloxone Administrations	Number of Reported Drug-Related Arrests

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE

Calendar Year 2021

PROVISIONAL SYNDROMIC SURVEILLANCE EMERGENCY DEPARTMENT NONFATAL DRUG OVERDOSE

Table 8: Provisional Syndromic Surveillance Emergency Department Nonfatal Drug Overdose Data by Rate per 100,000 and by Count, MS, 2021

Safety District 1 (pop. = 637,813)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	1266	198.49
Opioid	208	32.61
Heroin	45	7.06
Stimulants	37	5.80
Safety District 2 (pop. = 211,258)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	474	224.36
Opioid	71	33.60
Heroin	11	5.21
Stimulants	28	13.25
Safety District 3 (pop. = 488,374)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	969	198.43
Opioid	187	38.29
Heroin	19	3.89
Stimulants	37	7.58
Safety District 4 (pop. = 281,551)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	740	262.81
Opioid	114	40.49
Heroin	3	1.07
Stimulants	24	8.52
Safety District 5 (pop. = 240,695)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	487	202.35
Opioid	71	29.50
Heroin	8	3.32
Stimulants	12	4.99

Figure 16. Department of Public Safety Districts

Source: Mississippi Bureau of Narcotics

Safety District 6 (pop. = 232,753)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	469	201.56
Opioid	102	43.82
Heroin	6	2.58
Stimulants	31	13.32
Safety District 7 (pop. = 306,427)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	789	257.49
Opioid	138	45.04
Heroin	31	10.12
Stimulants	39	12.73
Safety District 8 (pop. = 497,700)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	1826	366.89
Opioid	519	104.29
Heroin	152	30.54
Stimulants	80	16.07
Safety District 9 (pop. = 166,656)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	402	241.24
Opioid	91	54.61
Heroin	21	12.60
Stimulants	18	10.80

Data Source: Syndromic Surveillance Emergency Department Data (Mississippi State Department of Health)

Provisional Data 15

The number of non-fatal overdoses in District 7 is 997.

DEFINITIONS THESAURUS LEARNERS EXA

DEFINITION FOR *HUMAN BEINGS* (1 OF 1)

noun

1 any individual of the genus *Homo*, especially a member of the species *Homo sapiens*.

2 a person, especially as distinguished from other animals or as representing the human species:
living conditions not fit for human beings; a very generous human being.

How God sees people.

Passage Resources

Matthew 25:40-45 New International Version

40 "The King will reply, 'Truly I tell you, whatever you did for one of the least of these brothers and sisters of mine, you did for me.'

41 "Then he will say to those on his left, 'Depart from me, you who are cursed, into the eternal fire prepared for the devil and his angels. 42 For I was hungry and you gave me nothing to eat, I was thirsty and you gave me nothing to drink, 43 I was a stranger

biblegat

Genesis 1:26

New International Version (NIV)

Bible Book List Font Size

Passage Resources Hebrew/Greek Y

Genesis 1:26
New International Version

26 Then God said, "Let us make mankind in our image, in our likeness, so that they may rule over the fish in the sea and the birds in the sky, over the livestock and all the wild animals,[a] and over all the creatures that move along the ground."

Read full chapter

JULY 7, 2024

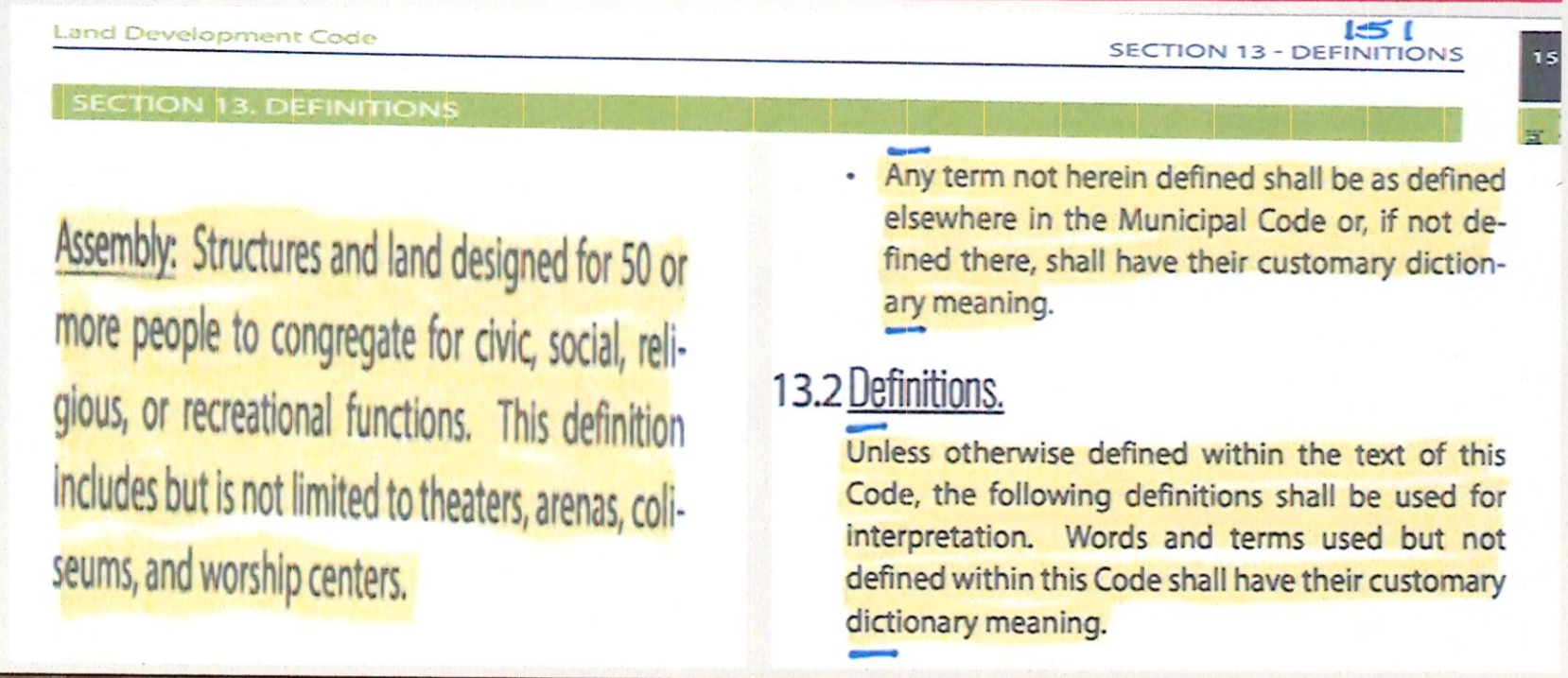
LIGHTHOUSE RESCUE MISSION -THE COTTAGES-

PLANNING COMMISSION AND CITY COUNCIL

THE LIGHTHOUSE
HOPE. STABILITY. NEW BEGINNINGS.

EXHIBIT A-2

2 HOW TO DETERMINE THE MEANING OF A WORD ACCORDING TO LDC



Land Development Code

SECTION 13 - DEFINITIONS

15

SECTION 13. DEFINITIONS

Assembly: Structures and land designed for 50 or more people to congregate for civic, social, religious, or recreational functions. This definition includes but is not limited to theaters, arenas, coliseums, and worship centers.

- Any term not herein defined shall be as defined elsewhere in the Municipal Code or, if not defined there, shall have their customary dictionary meaning.

13.2 Definitions.

Unless otherwise defined within the text of this Code, the following definitions shall be used for interpretation. Words and terms used but not defined within this Code shall have their customary dictionary meaning.

3 DEFINITION OF CONGREGATE
MISSISSIPPI LAW

6/18/24, 6:57 PM legal definition of congregate care in mississippi - Google Search

.

Law Insider
https://www.lawinsider.com › dictionary › congregate

Congregate Definition | Law Insider

Search for: What is the legal definition of congregate?

What is the accountability for congregate care act?

What is residential congregate?

noun. a type of housing in which each individual or family has a private bedroom or living quarters but shares with other residents a common dining room, recreational room, or other facilities.

4 THE CITY OF HATTIESBURG IS LOOKING FOR A NON-CONGREGATE SHELTER

Non-Congregate Shelter

CITY OF HATTIESBURG

Hattiesburg, MS

For full details including attachments please visit our website at our web page (https://www.hattiesburgms.com/community-development/)

CITY OF HATTIESBURG

2024 Request for Proposal
Non-Congregate Shelter: Property Acquisition/Rehabilitation

Introduction:

This Request for Proposal (RFP) is seeking applications from agencies interested in providing property acquisition and/or development of a non-congregate shelter with program operations and supportive services with on-site behavioral health resources, for single adults and couples who are experiencing brief or extended periods of chronic homelessness. The City of Hattiesburg may offer up to $914,161.40, towards property acquisition and/or development.

Property acquisition and/or site development is defined as an applicant that:

- Purchases, owns or has access to property that meets the City of Hattiesburg Site and Code Requirements and must maintain site control by the grantee for a minimum of 10 years from the date of final payment and be used for the same purpose expressed in your application and/or contract for this RFP; and
- Interest and/or experience developing property and setting up non-congregate shelter options such as modular, pods, pallets or tiny house dwellings.

The intent of the City of Hattiesburg Based Non-Congregate Shelter RFP is to:

- Help people experiencing unsheltered homelessness in the city of Hattiesburg to quickly find safe alternatives to the streets and encampments through an investment in non-congregate shelter dwelling(s) that focus on rapid exits to permanent housing; and
- Promote system transformation to rapidly exit those served from non-congregate shelter to permanent housing.

Completed applications will be reviewed by a rating team composed of community members, subject matter experts (SME's), and designated CoH employees.

Submittal Instructions

Applications will be rated on the information requested in this RFP, and any clarifying information requested by CoH. Answer each section completely. Do not include additional agency cover letters or brochures with your application. Applications that do not follow the required format may not be rated.

5 CITY NOT ABLE TO FIND THE MEANING OF CONGREGATE CARE (NOT USING A DICTIONARY AS STATED IN LDC)

Department of Urban Development

DATE: May 28, 2024

REQUESTED BY: Douglas Miller

REFERENCE: Lighthouse Rescue Mission Correspondence Dated May 24, 2024
Lighthouse Rescue Mission, Inc.
408 Broadway Dr
Hattiesburg, MS

CITY OF HATTIESBURG MISSISSIPPI

MAYOR
Toby Barker

Dear Mr. Douglas Miller,

The above-referenced letter provided three essential questions concerning the status of the use designation provided by the Director of Urban Development and the Site Plan Review (copy attached):

1. Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

2. Just to be clear you denied the request for the property to be used as a church?

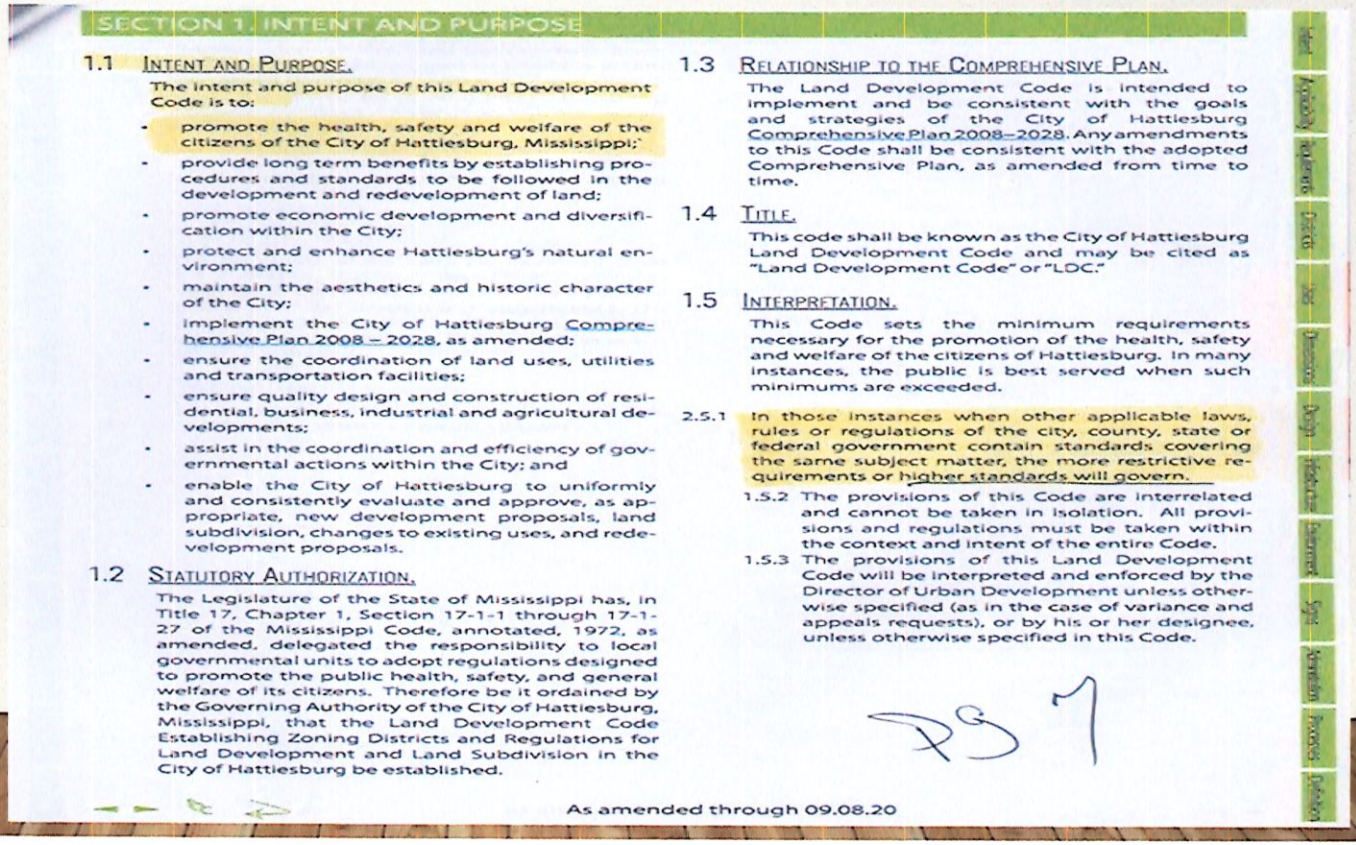
3. How do we appeal this decision and how long do we have to appeal.

Answers to the questions submitted:

1. Congregate Care is the use self-identified in the request for pre-application. Upon review of the LDC, a definition of Congregate Care does not exist, nor is there a definition with the latest version of the North American Industrial Classification System (NAICS). The use category of Rehabilitation Center, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care provides for temporary habitation while a patient

6 LAND DEVELOPMENT CODE – SECTION 1

It is the **responsibility** of **the city** to meet the needs of the Citizens of Hattiesburg



SECTION 1. INTENT AND PURPOSE

1.1 Intent and Purpose.

The intent and purpose of this Land Development Code is to:

- promote the health, safety and welfare of the citizens of the City of Hattiesburg, Mississippi;
- provide long term benefits by establishing procedures and standards to be followed in the development and redevelopment of land;
- promote economic development and diversification within the City;
- protect and enhance Hattiesburg's natural environment;
- maintain the aesthetics and historic character of the City;
- implement the City of Hattiesburg Comprehensive Plan 2008 – 2028, as amended;
- ensure the coordination of land uses, utilities and transportation facilities;
- ensure quality design and construction of residential, business, industrial and agricultural developments;
- assist in the coordination and efficiency of governmental actions within the City; and
- enable the City of Hattiesburg to uniformly and consistently evaluate and approve, as appropriate, new development proposals, land subdivision, changes to existing uses, and redevelopment proposals.

1.2 Statutory Authorization.

The Legislature of the State of Mississippi has, in Title 17, Chapter 1, Section 17-1-1 through 17-1-27 of the Mississippi Code, annotated, 1972, as amended, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizens. Therefore be it ordained by the Governing Authority of the City of Hattiesburg, Mississippi, that the Land Development Code Establishing Zoning Districts and Regulations for Land Development and Land Subdivision in the City of Hattiesburg be established.

1.3 Relationship to the Comprehensive Plan.

The Land Development Code is intended to implement and be consistent with the goals and strategies of the City of Hattiesburg Comprehensive Plan 2008–2028. Any amendments to this Code shall be consistent with the adopted Comprehensive Plan, as amended from time to time.

1.4 Title.

This code shall be known as the City of Hattiesburg Land Development Code and may be cited as "Land Development Code" or "LDC."

1.5 Interpretation.

This Code sets the minimum requirements necessary for the promotion of the health, safety and welfare of the citizens of Hattiesburg. In many instances, the public is best served when such minimums are exceeded.

2.5.1 In those instances when other applicable laws, rules or regulations of the city, county, state or federal government contain standards covering the same subject matter, the more restrictive requirements or higher standards will govern.

1.5.2 The provisions of this Code are interrelated and cannot be taken in isolation. All provisions and regulations must be taken within the context and intent of the entire Code.

1.5.3 The provisions of this Land Development Code will be interpreted and enforced by the Director of Urban Development unless otherwise specified (as in the case of variance and appeals requests), or by his or her designee, unless otherwise specified in this Code.

As amended through 09.08.20

7 LAND DEVELOPMENT CODE – SECTION 1

1.5 INTERPRETATION.

This Code sets the minimum requirements necessary for the promotion of the health, safety and welfare of the citizens of Hattiesburg. In many instances, the public is best served when such minimums are exceeded.

2.5.1 In those instances when other applicable laws, rules or regulations of the city, county, state or federal government contain standards covering the same subject matter, the more restrictive requirements or higher standards will govern.

Uses | Dimensions | Design | Infrastr

8 LAND DEVELOPMENT CODE – SECTION 5 THINGS ALLOWED IN A B5

Table 5.1 Table of Uses

Use	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	Additional Use Conditions Cross Reference
▬ Permitted ▭ Permitted with conditions ◆ Conditional Use × Not Permitted	Agricultural		Residential					Business					Industrial		
Lodging—hotel, motel	×	×	×	×	×	×	×	×	×	▬	▬	▬	×	×	-
Machinery, tools/construction equipment, limited sales and service	×	×	×	×	×	×	×	×	×	◆	×	▬	▬	▬	-
Marine sales and service	×	×	×	×	×	×	×	×	×	×	×	▬	▬	▬	
Medical or dental office	×	×	×	×	×	×	×	▬	▬	▬	▬	▬	×	×	-
Methadone Maintenance Facility	×	×	×	×	×	×	×	×	×	◆	×	◆	×	×	-
Microbreweries	×	×	×	×	×	×	×	×	×	×	▬	◆	▬	▬	-
Mining and extraction	×	×	×	×	×	×	×	×	×	×	×	×	×	◆	-
Open space, common and public	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	-
Other professional office	×	×	×	×	×	×	×	▬	▬	▬	▬	▬	▬	▬	-
Package liquor store	×	×	×	×	×	×	×	×	×	▬	▬	▬	×	×	-
Park/playground	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	▬	◆	◆	
Parking, garage	×	×	×	×	×	×	▬	×	×	▬	▬	▬	▬	▬	-
Parking, surface	×	×	×	×	×	×	×	▬	▬	▬	▬	▬	◆	◆	-
Pawn shop	×	×	×	×	×	×	×	×	×	◆	×	▬	◆	×	5.4.31
Personal and professional services, excluding tattoo parlors	×	×	×	×	×	×	×	▬	▬	▬	▬	▬	◆	×	-
Places of assembly not otherwise listed	▭	▭	◆	◆	◆	◆	◆	◆	▭	▬	▬	▬	◆	×	5.4.32
Recycling center	×	×	×	×	×	×	×	×	×	×	×	×	▬	▬	-
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care	×	×	×	×	×	×	◆	▭	▭	▭	▭	▭	×	×	5.4.35
Repair shop (small appliance															

Intent | Applicability | Districts | Uses | Dimensions | Design | Infrastructure | Environment

9 LAND DEVELOPMENT CODE – SECTION 5 - NAICS IS ONLY TO BE USED TO DETERMINE USE CATEGORIES

5.2 Determination of Use Category.

5.3.3.2

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3.3.3

5.3.3.4

10

LIGHTHOUSE RESCUE MISSION NON-PROFIT STATUS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 20 2006

LIGHTHOUSE RESCUE MISSION INC
C/O ROBERT T JACKSON JR
PO BOX 15517
HATTIESBURG, MS 39404-5517

Employer Identification Number:
20-3606094
DLN:
17053073010036
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(1)
Form 990 Required:
Yes
Effective Date of Exemption:
July 27, 2005
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

11 THE PURPOSE OF LIGHTHOUSE RESCUE MISSION

Tax-Status As A Section 501(c)(3) Organization

Section 1. PURPOSES. The purposes for which the Corporation is organized are:

(a) The Corporation is organized for the following purposes:

(1) To proclaim the Gospel of Our Lord and Savior Jesus Christ;
(2) To display the mercy of Christ by ministering to both the spiritual and physical needs of the homeless, the poor and the needy through the work of Lighthouse Rescue Mission, Inc.;
(3) To inform the public and churches regarding the needs of the homeless, the poor and the needy, and to educate the public and churches regarding the ministry of Lighthouse Rescue Mission, Inc.; and
(4) To minister to those in bondage to drugs and/or alcohol using biblical methods through a program designed around the exchanged life in Jesus Christ at Lighthouse Rescue Mission, Inc.

(b) The Corporation is organized exclusively for charitable and religious and educational purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.

(c) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these articles.

(d) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

1020122902

(e) Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, (2) by a corporation, contributions to which are deductible under

Article X. Doctrinal Statement

We Believe:

- In one Triune God, Father, Son and Holy Spirit, eternal in being, identical in nature, equal in power and glory and having precisely the same attributes and perfections (2 Cor. 13:14).

12 WHAT LIGHTHOUSE BELIEVES

- In the plenary, verbal inspiration of the Scriptures, both of the Old and new Testaments. By this we understand the Holy Spirit not only inspired the thoughts of the writers, but also formulated the very word structure into which the thoughts were cost with the result that the original documents were inerrant as to the fact and infallible as to truth. (1 Tim. 3:16-17; 2 Pet. 1:20-21).
- That man was created in the image and likeness of God but through Adam's sin, became alienated from God, acquired a sin nature, and came under the judicial sentence of death (Gen. 1:25-27; Rom. 3:22-23; 5-12-21; Eph. 2:1-3, 12).
- That the Lord Jesus Christ, the eternal Son of God, became man, without ceasing to be God, having been conceived of the Holy spirit and born of the virgin Mary, in order that he might reveal God and redeem sinful man. We believe that the Lord Jesus Christ accomplished our redemption through His death on the cross as a propitiatory and substitutionary sacrifice, and that our redemption is made sure to us by His resurrection from the dead in the identical, though glorified body in which He was crucified. (John 1:1-2; Rom. 3:24-25; 1 Peter 1:3-6).
- We believe that the Lord Jesus Christ is now in Heaven exalted at the right hand of God where, as High Priest for His people, He fulfills the ministry of Representative, intercessor and Advocate (Rom. 3:34; Heb. 9:24; 1 John 2:1-2).
- That the Holy Spirit, the third Person of the Godhead, in the present age indwells all believers in the Lord Jesus Christ, baptizes them into the Body of Christ and seals them unto the day of redemption, and we believe that every believer is commanded of God to be filled with the Holy Spirit (Rom. 8:9; 1 Cor. 12:12-14; Eph. 1:13-14, 5:18-20).
- That salvation is the gift of God offered to man by grace and received by personal faith in the Lord Jesus Christ and that this salvation is sure and eternal (John 3:16, 10:28-30; 1 John 5:11-13).
- That the Church is a spiritual organism made up of all born-again persons in this age irrespective of their affiliation with Christian organizations (Eph. 1:22-23; 6:25-27; 1 Cor. 12;12-14).
- We believe in the resurrection of the Just and the Unjust where the Just will spend eternity with their heavenly Father and the Unjust in eternal separation from God in space reserved for them in the Lake of Fire. (Rev. 20:11-15).

13 JOB OR ACTIVITIES LIGHTHOUSE HAS TO OFFER

LIGHTHOUSE RESCUE MISSION, INC.
EIN 20-3606094
FORM 1023 – APPLICATION FOR RECOGNITION OF EXEMPTION

Part IV. Narrative Description of Activities

The Corporation is organized exclusively for charitable, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.

The Corporation is a newly formed entity and has no past or present activities. All of the Corporation's activities are planned activities.

All of the Corporation's activities will be conducted by and through its Board of Directors.

The Corporation will conduct its activities in a facility in Hattiesburg, Mississippi.

The charitable purposes for which the Corporation is organized and operated will be for the primary purpose of providing relief to the homeless, poor and/or underprivileged.

Specifically, the Corporation intends to fulfill its purpose through the following activities: Day Shelter, Overnight Shelter, Rehabilitation Programs, Second Chance Church, and Outreach Programs.

There will be no charge to any of the recipients of the services provided by the Corporation. All expenses to the Corporation to provide the facility and goods, services and programs offered to the recipients will be paid for by charitable contributions received by the Corporation.

Day Shelter:

The Corporation will operate a facility for the homeless to provide a shower, a laundry facility, and a meal.

Overnight Shelter

The Corporation will provide a facility to house homeless families and a separate facility for males and females. All services offered at the day shelter will also be offered to those utilizing the overnight shelter.

Rehabilitation Program:

The Corporation intends to provide a rehabilitation counselor to be paid by the Corporation to provide a Biblically based alcohol and drug rehabilitation program

Second Chance Church

The Corporation will provide a facility for a nightly chapel open to the beneficiaries of its charitable activities, specifically targeting those persons who may not feel comfortable in a traditional church setting.

Basic Educational Services:

Based upon research that shows that people are four times more likely to be homeless because of poor management than because of losing government benefits, the Corporation will seek to offer basic educational services, including reading programs, money management classes and GED (General Equivalency Diploma) classes.

Outreach Program:

The Corporation will seek to reach out to those persons attending its other activities and to the community at large, particularly those individuals in the community who have suffered tragedies in their lives, such as victims of Hurricane Katrina. In all opportunities for which the Corporation is able to minister to the poor or underprivileged, the Corporation will seek to show the love of Christ by offering clothing and job-related information.

Services Planned for the Future

The Corporation will endeavor to one day provide a small clinic for basic medical care and basic legal services and advice to the poor and underprivileged in the area.

14 # MATTHEW 25:31-46 (NIV)

BibleGateway

Matthew 25:31-46 New International Version

This is our Reasonable Service to OUR LORD and SAVIOR!

The Sheep and the Goats

31 "When the Son of Man comes in his glory, and all the angels with him, he will sit on
his glorious throne. 32 All the nations will be gathered before him, and he will separate
the people one from another as a shepherd separates the sheep from the goats. 33 He
will put the sheep on his right and the goats on his left.

34 "Then the King will say to those on his right, 'Come, you who are blessed by my
Father; take your inheritance, the kingdom prepared for you since the creation of the
world. 35 For I was hungry and you gave me something to eat, I was thirsty and you
gave me something to drink, I was a stranger and you invited me in, 36 I needed
clothes and you clothed me, I was sick and you looked after me, I was in prison and
you came to visit me.'

37 "Then the righteous will answer him, 'Lord, when did we see you hungry and feed
you, or thirsty and give you something to drink? 38 When did we see you a stranger
and invite you in, or needing clothes and clothe you? 39 When did we see you sick or
in prison and go to visit you?'

40 "The King will reply, 'Truly I tell you, whatever you did for one of the least of these
brothers and sisters of mine, you did for me.'

41 "Then he will say to those on his left, 'Depart from me, you who are cursed, into the
eternal fire prepared for the devil and his angels. 42 For I was hungry and you gave me
nothing to eat, I was thirsty and you gave me nothing to drink, 43 I was a stranger and
you did not invite me in, I needed clothes and you did not clothe me, I was sick and in
prison and you did not look after me.'

44 "They also will answer, 'Lord, when did we see you hungry or thirsty or a stranger or
needing clothes or sick or in prison, and did not help you?'

45 "He will reply, 'Truly I tell you, whatever you did not do for one of the least of these,
you did not do for me.'

15 STATEMENT FROM LOCAL DRUG COURT

Focus goes beyond dealing with the addiction

One of the issues many participants deal with is finding a place to live that doesn't put them back in the same surroundings they were in as addicts.

"Sober living is very much in need," Helfrich said. "A lot of individuals have siblings or other family members or sometimes even parents who are in active addiction — you can't get them clean and then send them back to that environment."

Finding jobs that pay a living wage are difficult to find for many Drug Court participants.

"They can get the lower-paying jobs, but it's much harder to get the better-paying jobs," Helfrich said.

But community members who have stepped up to help make the Drug Court experience a little easier, by providing jobs, sober-living opportunities, transportation and other needs, Helfrich said.

How to help

Housing and employment remain two of the biggest issues for drug court participants, but the community can help in other ways. For information on how to help, call the drug court at 601-545-1321.

16 THE STATE OF MISSISSIPPI USES NON-PROFIT ORGANIZATIONS

Nonprofit organizations play a growing role in the social and economic well-being of the United States, including Mississippi. They are businesses that provide services, goods, and resources to meet community needs, and can also help other businesses in the community to drive economic development. Nonprofits are mission-driven organizations that benefit the public, rather than the financial interests of an individual, private shareholder, or group of people. ^

17 HATTIESBURG ENCOURAGING SELLING ALCOHOL AND MARIJUANA

Will Hattiesburg opt out of medical marijuana? Mayor Toby Barker on the decision

Laurel Thrailkill
Hattiesburg American

Updated 6:02 a.m. CT April 27, 2022

hough the deadline for Mississippi communities to pass on allowing certain types of medical marijuana businesses to operate ithin their jurisdictions is fast approaching, Hattiesburg officials don't plan to

We have no intentions of opting out," said Hattiesburg Mayor Toby Barker. "No move they want to make."

ities and counties have until the first week of May to finalize decisions on whether they will allow dispensaries, cultivators and rocessing facilities to operate in their jurisdictions.

arrounding areas, including Madison, Brandon, Ridgeland, Pass Christian and Gluckstadt are among Mississippi communities tha ave already opted out. Madison Mayor Mary Hawkins-Butler cited concerns over zoning and "increased danger to (Madison) first sponders" among the reasons for opting out.

Madison opts out of medical marijuana: *Mayor cites zoning and public safety concerns*

More: *Mississippi pain cream scheme: Key player Chad Barrett sentenced, must repay $182.5 million*

While I certainly understand some concerns, these facilities, they're extremely regulated, and a lot of people in our community vote support that medical marijuana initiative, and I think there are a lot of people who will benefit from it," Barker said.

arker said the city is working to determine how dispensaries and other medical marijuana-related facilities will be incorporated int

The City of Hattiesburg could have opted out of this and did not!!!

According to the Mississippi Medical Cannabis Act, cannabis establishments cannot be located within 1,000 feet of any school, church or childcare facility unless it has received a waiver.

By June, the state Department of Health plans to begin accepting license applications for patients, medical practitioners, cannabis cultivation facilities, cannabis processing facilities, cannabis testing facilities, cannabis waste disposal entities and

ince the application process begins, there will be a 30-day approval time for licensure applications and a five-day approval time for program patients.

What recently opened in Hattiesburg: *Businesses and restaurants*

"I think there are a lot of people who deal with some really tough illnesses, and if they can have another option other than more opioids, it might give them some relief and add some quality of life. I think that's worth moving forward on," Barker said.

A full list of qualifying conditions can be found on the state Department of Health website.

Contact reporter Laurel Thrailkill at lthrailkill@gannett.com or on Twitter.

18 MARIJUANA BUSINESSES OPERATING IN HATTIESBURG

CITY OF HATTIESBURG WORKS OUT ZONING REGULATIONS IN PREPARATION FOR MEDICAL MARIJUANA BUSINESSES

By HASKEL BURNS
Tue,05/03/22-2:20PM, **3,677 Reads**

With no members of Hattiesburg City Council yet voicing opposition to the Mississippi Medical Cannabis Act – and Mayor Toby Barker fully on board with the initiative – officials from the City of Hattiesburg are ensuring proper zoning laws are in place in preparation for the arrival of medical marijuana businesses in the city. The matter was addressed at the May 2 council meeting by An...

·annabis dispensaries in Mississippi get city ıpproval. Here's what owners have to say.

Lici Beveridge
Hattiesburg American

ıblished 11:38 a.m. CT Aug. 17, 2022 | **Updated 11:58 a.m. CT Aug. 17, 2022**

lattiesburg City Council approved two conditional-use zoning variances for cannabis dispensaries i ıe city, paving the way for a new avenue for medical treatment in Mississippi.

he votes were unanimous.

19 BUSINESSES OPERATING IN HATTIESBURG

Public Property was
CLOSED
for a Private and
Personal Benefit

20

THE CITY OF HATTIESBURG HAS VIOLATED STATE AND FEDERAL LAWS AGAINST THE LIGHTHOUSE

- **RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000**
- **1ST AMENDMENT**
- **14TH AMENDMENT**
- **FAIR HOUSING ACT**
- **AMERICAS DISABILITY ACT**
- **RELIGIOUS FREEDOM RESTORATION ACT**

21 FIRST AMENDMENT AND RELIGION

First Amendment and Religion

The First Amendment has two provisions concerning religion: the Establishment Clause and the Free Exercise Clause. The Establishment clause prohibits the government from "establishing" a religion. The precise definition of "establishment" is unclear. Historically, it meant prohibiting state-sponsored churches, such as the Church of England.

Today, what constitutes an "establishment of religion" is often governed under the three-part test set forth by the U.S. Supreme Court in Lemon v. Kurtzman, 403 U.S. 602 (1971). Under the "Lemon" test, government can assist religion only if (1) the primary purpose of the assistance is secular, (2) the assistance must neither promote nor inhibit religion, and (3) there is no excessive entanglement between church and state.

The Free Exercise Clause protects citizens' right to practice their religion as they please, so long as the practice does not run afoul of a "public morals" or a "compelling" governmental interest. For instance, in Prince v. Massachusetts, 321 U.S. 158 (1944), the Supreme Court held that a state could force the inoculation of children whose parents would not allow such action for religious reasons. The Court held that the state had an overriding interest in protecting public health and safety.

22 FIRST AMENDMENT AND RELIGION

Constitution of the United States

First Amendment

First Amendment Explained

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

24 THE FAIR HOUSING ACT

The Fair Housing Act, 42 U.S.C. 3601 et seq., prohibits discrimination by direct providers of housing, such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowners insurance companies whose discriminatory practices make housing unavailable to persons because of:

- race or color
- religion
- sex
- national origin
- familial status, or
- disability.

In cases involving discrimination in mortgage loans or home improvement loans, the Department may file suit under both the Fair Housing Act and the Equal Credit Opportunity Act. The Department brings cases where there is evidence of a pattern or practice of discrimination or where a denial of rights to a group of persons raises an issue of general public importance. Where force or threat of force is used to deny or interfere with fair housing rights, the Department of Justice may institute criminal proceedings. The Fair Housing Act also provides procedures for handling individual complaints of discrimination. Individuals who believe that they have been victims of an illegal housing practice, may file a complaint with the Department of Housing and Urban Development (HUD) or file their own lawsuit in federal or state court. The Department of Justice brings suits on behalf of individuals based on referrals from HUD.

Discrimination in Housing Based Upon Race or Color

One of the central objectives of the Fair Housing Act, when Congress enacted it in 1968, was to prohibit race discrimination in sales and rentals of housing. Nevertheless, more than 30 years later, race discrimination in housing continues to be a problem. The majority of the Justice Department's pattern or practice cases involve claims of race discrimination. Sometimes,

availability of housing, either saying that nothing was available or steering homeseekers to

certain areas based on race. Individuals who receive such false information or misdirection may have no knowledge that they have been victims of discrimination. The Department of Justice has brought many cases alleging this kind of discrimination based on race or color. In addition, the Department's Fair Housing Testing Program seeks to uncover this kind of hidden discrimination and hold those responsible accountable. Most of the mortgage lending cases brought by the Department under the Fair Housing Act and Equal Credit Opportunity Act have alleged discrimination based on race or color. Some of the Department's cases have also alleged that municipalities and other local government entities violated the Fair Housing Act when they denied permits or zoning changes for housing developments, or relegated them to predominantly minority neighborhoods, because the prospective residents were expected to be predominantly African-Americans.

25 THE FAIR HOUSING ACT

Discrimination in Housing Based Upon Religion

The Fair Housing Act prohibits discrimination in housing based upon religion. This prohibition covers instances of overt discrimination against members of a particular religion as well less direct actions, such as zoning ordinances designed to limit the use of private homes as a places of worship. The number of cases filed since 1968 alleging religious discrimination is small in comparison to some of the other prohibited bases, such as race or national origin. The Act does contain a limited exception that allows non-commercial housing operated by a religious organization to reserve such housing to persons of the same religion.

Discrimination in Housing Based Upon Sex, Including Sexual Harassment

The Fair Housing Act makes it unlawful to discriminate in housing on the basis of sex. In recent years, the Department's focus in this area has been to challenge sexual harassment in housing. Women, particularly those who are poor, and with limited housing options, often have little recourse but to tolerate the humiliation and degradation of sexual harassment or risk having their families and themselves removed from their homes. The Department's enforcement program is aimed at landlords who create an untenable living environment by demanding sexual favors from tenants or by creating a sexually hostile environment for them. In this manner we seek both to obtain relief for tenants who have been treated unfairly by a landlord because of sex and also deter other potential abusers by making it clear that they cannot continue their conduct without facing repercussions. In addition, pricing discrimination in mortgage lending may also adversely affect women, particularly minority women. This type of discrimination is unlawful under both the Fair Housing Act and Equal Credit Opportunity Act.

Discrimination in Housing Based Upon National Origin

can be based either upon the country of an individual's birth or where his or her ancestors originated. Census data indicate that the Hispanic population is the fastest growing segment of our nation's population. The Justice Department has taken enforcement action against municipal governments that have tried to reduce or limit the number of Hispanic families that may live in their communities. We have sued lenders under both the Fair Housing Act and the Equal Credit Opportunity Act when they have imposed more stringent underwriting standards on home loans or made loans on less favorable terms for Hispanic borrowers. The Department has also sued lenders for discrimination against Native Americans. Other areas of the country have experienced an increasing diversity of national origin groups within their populations. This includes new immigrants from Southeastern Asia, such as the Hmong, the former Soviet Union, and other portions of Eastern Europe. We have taken action against private landlords who have discriminated against such individuals.

2020 MISSISSIPPI CODE – CHAPTER 61 RELIGIOUS FREEDOM RESTORATION ACT

Universal Citation: MS Code § 11-61-1 (2020)

1. This section shall be known and may be cited as the Mississippi Religious Freedom Restoration Act.
2. The Mississippi Legislature finds the following:
   a. The framers of the Constitution, recognizing free exercise of religion as an unalienable right, secured its protection in the First Amendment to the Constitution;
   b. Laws "neutral" toward religion may burden religious exercise as surely as laws intended to interfere with religious exercise;
   c. Government should not substantially burden religious exercise without compelling justification;
   d. In Employment Division v. Smith, 494 U.S. 872 (1990), the United States Supreme Court virtually eliminated the requirement that the government justify burdens on religious exercise imposed by laws neutral toward religion; and
   e. The compelling interest test as set forth in prior federal court rulings is a workable test for striking sensible balances between religious liberty and competing prior governmental interests.
3. The purposes of this section are as follows:
   a. To restore the compelling interest test as set forth in Sherbert v. Verner, 374 U.S. 398 (1963), and Wisconsin v. Yoder, 406 U.S. 205 (1972), and to guarantee its application in all cases where free exercise of religion is substantially burdened; and
   b. To provide a claim or defense to persons whose religious exercise is substantially burdened by government.
4. As used in this section, the following words shall have the following meanings:
   a. "Government" means any branch, department, agency, instrumentality or political subdivision of the State of Mississippi and any official or other person acting under color of law of the State of Mississippi.
   b. "Demonstrates" means to meet the burdens of going forward with the evidence and of persuasion.
   c. "Exercise of religion" means the exercise of religion under the First Amendment to the Constitution.
5. a. Government shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability, except as provided in paragraph (b) of this subsection.
   b. Government may substantially burden a person's exercise of religion only if it demonstrates that application of the burden to the person:
      i. Is in furtherance of a compelling governmental interest; and
      ii. Is the least restrictive means of furthering that compelling governmental

2020 MISSISSIPPI CODE – CHAPTER 61 RELIGIOUS FREEDOM RESTORATION ACT

6. A person whose religious exercise has been burdened in violation of this section may assert that violation as a claim or defense in a judicial proceeding and obtain appropriate relief against the government, as defined by subsection (4) of this section. Standing to assert a claim or defense under this section shall be the same as the general rules of standing under Article III of the United States Constitution.
7. a. This section applies to all state laws, rules, regulations and any municipal or county ordinances, rules or regulations and the implementation of those laws, whether statutory or otherwise, and whether adopted before or after July 1, 2014.

   b. Any such law, rule, regulation or ordinances adopted after July 1, 2014, shall be subject to this section unless such law explicitly excludes such application by reference to this section.
8. Nothing in this section shall be construed to authorize any government to burden any religious belief.
9. Nothing in this section shall be construed to affect, interpret, or in any way address that portion of the First Amendment prohibiting laws respecting the establishment of religion. Granting government funding, benefits, or exemptions, to the extent permissible under the Establishment Clause, shall not constitute a violation of this section. As used in this subsection, the term "granting," used with respect to government funding, benefits, or exemptions, does not include the denial of government funding, benefits, or exemptions.
10. Nothing in this section shall create any rights by an employee against an employer if the employer is not the government.

28 DEFINING RLUIPA – PLACE TO WORSHIP INITIATIVE

The land use provisions of the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc, et seq., protect individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws (for information on RLUIPA's institutionalized persons provisions, please refer to the Civil Rights Division's Special Litigation Section).

RLUIPA provides a number of important protections for the religious freedom of persons, places of worship, religious schools, and other religious assemblies and institutions, including:

- ***Protection against substantial burdens on religious exercise:***
  RLUIPA prohibits the implementation of any land use regulation that imposes a "substantial burden" on the religious exercise of a person or religious assembly or institution except where justified by a "compelling governmental interest" that the government pursues in the least restrictive way possible. 42 U.S.C. § 2000cc(a);
- ***Protection against unequal treatment for religious assemblies and institutions:***
  RLUIPA provides that religious assemblies and institutions must be treated at least as well as nonreligious assemblies and institutions. 42 U.S.C. § 2000cc(b)(1);
- ***Protection against religious or denominational discrimination:***
  RLUIPA prohibits discrimination "against any assembly or institution on the basis of religion or religious denomination." 42 U.S.C. § 2000cc(b)(2);
- ***Protection against total exclusion of religious assemblies:***
  RLUIPA provides that governments must not totally exclude religious assemblies from a jurisdiction. 42 U.S.C. § 2000cc(b)(3)(A); or
- ***Protection against unreasonable limitation of religious assemblies:***
  RLUIPA states that governments must not unreasonably limit "religious assemblies, institutions, or structures within a jurisdiction." 42 U.S.C. § 2000cc(b)(3)(B).

RLUIPA's protections can be enforced by the Department of Justice or by private lawsuits. The Department of Justice's RLUIPA investigations and enforcement are handled by the Civil Rights

29 AMERICANS WITH DISABILITIES ACT, ADDICTION AND RECOVERY FOR STATE AND LOCAL GOVERNMENTS

The Americans with Disabilities Act (ADA) ensures that people with disabilities have the same rights and opportunities as everyone else. This includes people with addiction to alcohol and people in recovery from opioid and other drugs.

The ADA applies to all state and local government departments and agencies of those governments ("public entities"). Examples include the criminal justice system (jails, prisons, probation, and the courts) and State and local government-operated recovery homes. The ADA requires that all programs, services, and activities are accessible to and usable by people with disabilities. The ADA also requires that when a person with a disability asks for a modification of policies or the way the program operates, that modification must be considered.

Definition of Disability

A person has a disability under the ADA if the person:

1. Has a physical or mental impairment that substantially limits one or more **major life activities**, e.g., someone with bi-polar disorder, diabetes, or addiction to alcohol; or
2. Has a **history** of an impairment that substantially limited one or more major life activities, e.g., someone who is in remission from cancer or someone in recovery from the illegal use of drugs; or
3. Is **regarded** as having such an impairment, e.g. A prison assumes that an inmate has an addiction to drugs (even though that inmate does not have an addiction), and takes a negative action based on that belief, such as placing the inmate in a segregated cell.

Major life activities include, but aren't limited to, walking, seeing, caring for oneself, learning, thinking, communicating, as well as the operation of bodily functions, such as neurological and brain functions.

Addiction is generally considered a disability because it is an impairment that affects the brain and neurological functions.

Addiction to alcohol and the illegal use of drugs are treated differently under the ADA. Addiction to alcohol is generally considered a disability whether the use of alcohol is in the **present** or in the **past**. For people with an addiction to opioids and other drugs, the ADA only protects a person **in recovery who is no longer engaging in the current illegal use of drugs.**

The ADA, Addiction and Recovery for State & Local Governments

Illegal use of drugs means:

- Use of illegal drugs such as heroin or cocaine; and/or
- The misuse of prescription medications such as opioids or morphine where the person has **no** prescription, has a **fraudulent** prescription, or is using **more medication than prescribed.**

In recovery means:

- Is in recovery and is no longer engaged in the illegal use of drugs; or
- Is participating in a supervised rehabilitation program and is no longer using drugs illegally.

"Current" illegal use of drugs:

- Means the use of the drugs occurred recently enough to have a reasonable belief that a person's drug use is a real and ongoing problem.
- Can be demonstrated where a person fails a drug test or indicates they may fail such a test.
- Isn't limited to days, weeks, or months but is decided on a case by case basis.

At the time this factsheet was written, different court cases (*Quinones v. Univ. of Puerto Rico and Salley v. Circuit City Stores, Inc.*) defined "current use" as anywhere between five weeks to three months.

A person who has a legally prescribed medication to treat their substance use disorder (such as Suboxone, Methadone, or Vivitrol etc.), and is no longer engaging in the illegal use of drugs is a person with a disability and is protected by the ADA.

30 AMERICANS WITH DISABILITIES ACT, ADDICTION AND RECOVERY FOR STATE AND LOCAL GOVERNMENTS

Social Service Programs

Scenario: Lilian stopped using **heroin** two years ago when she began using medication to treat her substance use disorder, including **Methadone** treatments, which she is still taking. She also regularly sees a counselor. Lillian's mother, Jane believes Methadone is the same as heroin and calls child protective services (CPS) to have Lillian's two children removed from the home. When the CPS worker interviews Lillian about her mother's complaint, Lillian tells him she takes Methadone as part of her recovery and shows the worker documentation to prove it. The CPS worker isn't sure that Methadone is a treatment drug and tells Lillian that he still plans to remove her children and give custody to Jane.

Is Lilian protected under the ADA? Yes, she is protected under the ADA because she has a history of an impairment (addiction to heroin) and hasn't used illegal drugs for two years. Therefore, there is a good chance that there isn't an ongoing problem. The CPS worker violated the ADA when he refused to work with Lilian because of her history of drug use. The CPS worker is also incorrectly regarding Methadone as an illegal drug. Methadone is a legally prescribed medication, just like insulin is prescribed for diabetes.

Criminal Justice System

Scenario: David has an addiction to opioids but stopped using them three years ago when he entered a treatment program, which includes a daily dose of **Suboxone**, a daily prescription medication used to treat opioid use disorder. David was recently arrested for robbing a convenience store and was sentenced to jail. When he arrived at the county jail, he provided officials a prescription from his doctor for Suboxone. The Sheriff is concerned about the **safety risk** of administering Suboxone in a jail environment because other inmates could access the drug.

Under the ADA, is the jail required to administer Suboxone to David? YYes, court cases (*Pesce v Coppinger and Godsey v Sawyer*) have found that the ADA requires correction programs (jails and prisons) to administer medications prescribed to treat substance use disorders. The correctional system must find a way to administer and monitor Suboxone in a way that doesn't cause a security or safety risk.

Housing

Recovery homes and half-way housing are examples of housing options that are covered under the ADA. Recovery homes serve people who need treatment for their addiction. Other housing, like half-way houses, serve people who are on probation, some of whom have addictions. Often staff of housing programs refuse to admit people who take medication prescribed to treat their substance use disorders, even if they are required to live there while on probation. If a person is prescribed medication to treat a substance use disorder, the ADA and/or the Fair Housing Act may require housing programs to admit the individual. The ADA also requires that state-funded housing provide "reasonable modifications" to individuals with disabilities, including those in recovery.

RESOURCES

GOVERNMENT | LIVE & PLAY | BUSINESS | NEWS | WORK WITH US | CALENDAR | CONTACT US

Homelessness

HOMELESSNESS IN HATTIESBURG

CONTACT INFORMATION

Urban Development
601-545-4596

200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898

RESOURCES & LINKS

The City of Hattiesburg plays a role in both The Pine Belt Coalition on Homelessness and The Hub City Homeless Outreach Team. Both of these organizations provide services and resources to those facing homelessness. See the information below for more about each.

The City's goal is to ensure that homeless and impoverished members of our community receive structured, goal-oriented assistance. The intent is to ensure that those in need have the resources to lift themselves to a safe, stable environment without enabling those for whom addiction, crime, and vagrancy are a continuing choice.

In coordination with the Hub City Outreach Team and the Pine Belt Coalition for Homelessness, several resources have been aggregated for use – should you come into contact with someone experiencing homelessness. This resource guide provides referral information for crisis lines, food programs, homeless shelters, medical services and more.

If you regularly see a homeless individual in the same location and think he/she may benefit from services, please contact Urban Development at: 601-545-4596.

Crisis Hotlines

The Pine Belt Coalition on Homelessness consists of social service agencies that are currently serving the homeless and low-income families, faith-based entities, and concerned citizens that are concerned about addressing homelessness in our community. The participants in the coalition work together to provide housing services and other resources needed in order for persons to reach stability. Each entity brings something different and needed to the table.

The Hub City Homeless Outreach Team

The Hub City Homeless Outreach Team is a street outreach team that is out weekly in the community to meet people where they are, build relationships with them, assess their needs and help connect them to the resources needed. The team serves as the mobile entry into the Homeless Management Information System, a database that is shared among agencies that serve the homeless. If someone is seeking housing services, they must have an assessment done first, which the team can do on-site.

The Hub City Homeless Outreach Team is comprised of partners from the Pine Belt Coalition on Homelessness, specifically the SSVF program through Pine Belt Mental Health, that serves homeless Veterans, the Salvation Army, MUTEH, Edwards St. Fellowship, United Way and dedicated

The Open Door Community – Recovery Gathering
601-536-5044
Every Thursday @ 6:30 p.m.
Childcare available
2180 Oak Grove Road
Hattiesburg, MS Spiritual Director – David Sellers email: dwsidsellers@parkwayheights.org
For a full list of programs: http://www.parkwayheights.org/ministries/recovery-ministry

Cullefer House Location
601-336-5044
In addition to the groups that meet at The Open Door, two Narcotics Anonymous groups meet at the Cullefer House
2405 O'Ferrell Street
Hattiesburg, MS 39401

Celebrate Recovery at Willow Pointe Church
601-441-9353
7 Canaan Lane, Hattiesburg, MS 39402
Contact Person: Eric Turnage
E-mail: eturnage@comcast.net

***Celebrate Recovery** is a biblical and balanced program that helps us overcome our hurts, hang-ups, and habits. It is based on the actual words of Jesus rather than psychological theory. 25 years ago, Saddleback Church launched Celebrate Recovery with 43 people. It was designed as a program to help those struggling with hurts, habits and hang-ups by showing them the loving power of Jesus Christ through a recovery process. ding homicide and suicide, at any point following their experience through exemplary direct services, advocacy, education, training and activism.ding homicide and suicide, at any point following their experience through exemplary direct services, advocacy, education, training and activism.*

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LETS PUT TO REST ONCE AND FOR ALL FOR WHO ASKED TO BE REZONED AND RECLASSIFIED AS A GROUP HOME

(TRANSCRIPT FROM FIRST COMMISSION MEETING)

33 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Attorney asked City,

"Why are you trying to pigeon hold Lighthouse??"

Hinton: I have a question for staff. If I'm not mistaken, that was operated at one point as a treatment facility under Pine Grove, correct?

Satcher: That is correct.

Hinton: How did that operate, I mean I realize that happened prior to the 2017 code. Is that how we are finding ourselves here?

Satcher: Potentially, and our code clarifies a group care facility a little bit clearer than what was…

Hinton: 20 years…

Satcher: Right and we have a different classification for a rehabilitation facility, which is what, um, that probably fell under, in the current code, but again, it was prior to the 2017 code and so it wouldn't, it wouldn't be applicable here today.

Hinton: Okay.

Satcher: They initially met with us to talk about the, to be able to use this structure in the way that they presented it as a group care facility. They currently are running, the applicant is also working at the Lighthouse Rescue Mission and during this discussion they are looking to mirror operations over there, but for men only as a group care facility and they propose no changes to the layout of the property or any additions that would trigger a site plan review at this time, so they are looking to keep all of the existing buildings as they are and they don't have any intention to remove, so there is a fencing that surrounds the property that is noncomforming in the front as it exceeds the 4' requirement, which is why you are unable to see it as you drive down Broadway, no they are not proposing to remove any of that to maintain the privacy of the people that would be in this facility. The structure is historically significant and I believe everyone should have a copy of the memo from our Historic Preservation planner. He outlines some of the history of the property as the original Dixie Motor Lodge and we will include the statement of significance from him as an exhibit and will make sure it is online, but if you need to….I don't want to read through it right now unless there is a need to, but it is, he does have, he has outlined the significance of this structure and how it was originally built as a motor lodge. So group care facilities are not permitted in a B-5 zoning district and again, with the highest classification as a B-3 community business district, and they require across the board in any zone, a conditional use approval and are not permitted by right in any zone. The downzoning of the property actually aligns better with the future land use map and the comprehensive plan as this entire corridor is designated as a community business corridor and I have a map here showing that a little clearer in the next slide. And if that is approved, then you can move forward with the conditional use request and conditional use requests are, again, they are contextual and you can add any conditions as needed for the proposed use and there is already a set of conditions of the set in our land development code for group care facility and that should be outlined in your packet. And one of the things that the condition does say is that you can further restrict the number of residents if deemed necessary. Currently the maximum number that can occupy this under this use is 20 residents. So here is a picture of the comprehensive future land use map from the comprehensive plan. So all of Broadway Drive is a community business corridor which is what aligns with our B-3. It is a little bit more of a wide retail, uh, wider commercial use than a B-5 which is what we get our automotive retailers and our Wal-Marts in. It does call for a certain type of residential and nonresidential land uses, um, that are included in this type of corridor which does include some mixed-use developments and so the downzoning does align with the future comprehensive plan. You can see West Pine is actually the regional business corridor that was designated from the comprehensive plan. Are there any questions at this point.

34 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Miller: Commissioners, any questions for Mr. Satcher or for staff? Alright, before I open it up to the public meeting, I will give a couple of my standard planning sermons. One is and you may have heard me ask, we are always cautious of anything that smells like spot zoning, and spot zoning is where there is a change of zoning that stands alone, that doesn't . . . ,we are usually looking to try to integrate any sort of change into adjacent properties that are similar. I am not necessarily saying that this is the case of spot zoning; there is a R-3 close by. We just had a presentation about some of the bigger picture and ideas here. But for anybody that may be presenting, just have that in mind, that we are cautious of trying to make it too "checkerboardy" and we will want to try to keep it as rational as possible, as integrated as possible. Another thing that I will bring to mind, too, in our arguments is we are not arguing the value of a group home here. This seems like a very worthy proposal in itself, but we are the Planning Commission. We are hardhearted. This is not our mission here, the value of this particular use. What we are looking at is a change in zoning and we are always aware that should we change the zone, it could also change ownership, that it could change use, that what we are looking at is the worthiness not of the particular proposal that may or may not come to pass or may or may not linger, but we are looking at the worthiness of a zoning change to this particular designation. So, if you are coming to propose this or perhaps even if anybody may be in opposition, keep this is in mind, that this is what we are looking at, is the worthiness of this particular land use change, not the debating the merits of, necessarily of the particular proposal that is here, if that makes sense. Given that, who comes to propose, as I open up the public meeting, who comes to propose this particular case? Sign in and introduce yourself, please.

Ken Thronson: I am Ken Thronson, with the Lighthouse Rescue Missions.

Miller: I'm sorry, sir, your last name?

Ken Thronson: Thronson, T as in Tom, h-r-o-n-s-o-n.

Miller: Thronson.

Ken Thronson: And I speak pretty loudly, I do not really know if I need this. I am a pastor also, so 20 minutes is just a warming up period, but I think y'all set the air to discourage people from speaking over 20 minutes. As someone pointed out, Pine Grove was in there for, I don't know, 15, 18 years. Using the term group home really puts a different connotation on our use. We will be using it just as Pine Grove was using it for, for a rehabilitation program, men that are battling addiction. So that is the use of, it was recommended again as Nathan pointed out, the city is wanting to kind of rezone some of that and change the zoning to fit more into the comprehensive plan. As far as B-5, a rehabilitation center is with permitted conditions, I believe is what it says, but we were following the recommendations of the pre-planning, and look, we are here to work with you guys and we are here to service the community. I grew up in this community. Drugs has really ravaged this community. You know, in speaking to your point, we never know what a piece of property is going to be. The property where my family owned for 70 or 80 years and we had a family body shop there in Hattiesburg, here, is now growing pot. My grandparents would be rolling over in the grave right now if they knew. We have got Tommy with his coffee shop; it was CarQuest and a machine shop when I was growing up. It is now a coffee roasting business. And then of course we see that Bancorps South is vacating two buildings in this area. We are seeing the automotive industry is pulling out of this area and actually there is 170 homeless people, according to Anthony McBride with the City of Hattiesburg that is living back behind the old Courtesy Motors and unfortunately, they are coming into this piece of property and wreaking havoc on it. And so what we have done, we have turned on security lights and we have turned on power on the facility in trying to secure it to keep homeless people out and vagrants out. So, I wanted to just clarify that group home, because it does seem like well there is going to be a bunch of homeless people staying there. That is not the case. Again, we will be doing the exact same thing that Pine Grove was doing. So we will be helping men that are battling addiction. The men will come in, they will work a program. We are faith-based, so they go through a series of bible studies. We are a hard believer in 2 Corinthians 5:17 that says "Anyone in Christ is a new creature; old things have passed away; behold, all things have become new.". That is our foundation as Christ with your recovery. They go through a series of life skill classes, job readiness skills, co-dependency classes, money management classes. Along with that, we are partnering with PRCC to teach these guys and give them a marketable skill, something that they can actually go out and make a living at and provide for themselves and for their families. So that is what we are about; I hate that term and I hate that this falls under group home, but I just really wanted to clarify this is not really a group home. I understand zoning and there is not always, you know, everything does not cover everything. I get that. But I just wanted to reiterate we are not a homeless shelter. We are about bringing men in and helping them transform their lives and give them job training that they can become productive citizens. I want to leave you guys with some stats. Let me see if I can read them; I did bring my glasses. One in 14 young adults, primarily male, use hallucinogenics, 1 in 17 use cocaine, 1 in 18 misuses opioids. Fentanyl overdose is now the leading cause of Americans between the ages of 18 and 45. And then of course we are seeing men at their prime age dropping out of the workforce and the statistics, we have not seen that since the Great Depression. I was fortunate enough that my dad owned a body shop and a car lot here in Hattiesburg and he taught me a skill. I went into the military and spent 4 ½ years in the military. I was a rescue swimmer, jumped out of helicopters, and did rescue work in the water and then also tracked Soviet subs. I come back in, I ran our family business for 20 years until God called me out to start life in the ministry. Guys, I am passionate about this. I hate Joe McPhail left; he could attest as to how structured we are and how efficient we are with our programming. I am about programming. I grew up in a military family. We are about structure. I can assure you guys that this is not going to be a come and go place. Our women's facility is not a come and go place. When you are there, you are there for six months until you move into the work world. There is no coming and going. You are working a program designed to help you get on your feet and that is what we are about. Thank you guys so much for allowing me the opportunity to speak.

Miller: Thank you Mr. Thronson. Excuse me. Does anyone have any questions for Reverend Thronson as long as he is here.

Ray: I was reading Mr. Archer's summarization of it. We, do you have in mind that he changes the integrity of the structures.

Ken Thronson: No, no. No changes. We are going to preserve what is there. Like I said, homeless people are coming in there now and have been vandalizing and so, you know, we are going to repair the windows, repair the doors, repair the sheetrock, and restore all of that.

Ray: Mr. Archer had written that it is worthy of maintained. . . .

Ken Thronson: Okay.

Ray: And so, it needs to maintain its integrity.

Ken Thronson: Right, yep. And we are in a landmark building now of the old Davis School and we have. . . Pace Head Start was in there for 20-something years and they only used that building. You know, we have done a lot of repairs and lot of preserving that building. If it would have went too much longer, that building would have just been falling in like the one off of River Avenue. So when I grew up here, I remember going into the Dixie Motel as a kid. I remember the little swimming pool that is filled in now. You know, so, I remember all of that and I remember when the mall was built out there in the early 70's. We shopped downtown. You know?

Ray: And the Blue Gables?

35 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

neighborhood. It is not something that the planning commission has to develop; it is something the petitioner develops then you see what the evidence presents.

Miller: Mr. Gladden, am I correct in how I think about public need is a couple of different ways, but one is the argument that there is not enough land zoned for this particular use available in Hattiesburg.

Gladden: That is an excellent example.

Miller: And another way might be Mr. Satcher was talking about consistency with the comprehensive plan.

Gladden: Those are both very good.

Satcher: I would like to clarify if it were down-zoned, we would probably restrict the uses that are allowed on that side, so we would rule out a certain number of businesses that would be allowed to operate on that site if it were rezoned.

Conville: One more comment.

Miller: Please speak up. I will bring you the microphone.

Conville: If this is a problem for you, contact the mayor and ask him to make sure we have adequate audio. This has been a problem for 30 years and we need a specific meeting place too. Thank you. I am thinking of the proposal for the shopping center near Petro Motors out west, remember? A few months back? There was a problem with the plan being a piecemealed development. So we have a commitment for a Starbucks. We do not really know what is going to be in the rest of it and exactly where the streets are going to be and I am attracted to the notion of avoiding piecemeal development of Broadway Drive. If Broadway is in need of rehabbing and it obviously is, it presents a problem to me with doing this and then doing something else on another parcel with no long-term plan, so that is what the problem to me about the proposal, not the content of the proposal, not Lighthouse Mission, but the fact that we would be entering into a piecemeal development of about two miles that is going to be a very serious and big project for the city because it is so large and the recent exit of the automobile industry. Thank you.

Miller: Commissioners, any other thoughts or questions.

Hinton: I just wondered if they had looked at other developments besides this one spot.

Miller: Did you need me to reopen the public meeting or are you just…

Hinton: I was just wondering because, I was just wondering if there is available real estate besides this one spot for there facility, because there are a lot of empty buildings around town.

Satcher: There are a lot of B5 out there, or B3 rather.

Miller: Do any other commissioners view this as if not spot zoning, spottish zoning maybe related to Commissioner Conville's questions.

Hinton: I do think that it feels like spot zoning, and I feel echo what Dr. Conville said that I love the concept of this and I am very much in favor of treatment facilities of this nature and I am not opposed to it being in that spot even, and I certainly hear everybody else, I just don't think it is wise to rezone that tiny

Hinton: I did and I, while everybody was speaking, I was looking up these definitions. It seems like we have got three different types of these facilities and there is really not very much clarity on the difference, so I am looking at care center facility, which would be permitted as zoned with conditions. The only definition there says a care center enrolling five or more persons, you know, as opposed to a care center home which is up to four persons and then the only exclusions from care center facility are educational type facilities – kindergartens, nursery schools, head start, etc. so why couldn't this then…what is to keep this facility from operating under the term care center facility?

Miller: Excuse me Commissioner Hinton, you might want to….

Hinton: It doesn't work.

Miller: I doesn't work?

Long: So the care center and care home is more associated with daycares and a head start facility as an example of a care center facility.

Hinton: It says excluded from this definition is any facility operating as, I'm reading off page 155, care center facility.

Long: Care center facility has been used for types of daycares, so an in-home care facility which is the definition above that, would be a home daycare by less than five people, five people or less, whatever, it is less than five people, so four people or less. So you know, Mr. Gladden decides to open up a daycare in his home and he can have a home occupation.

Hinton: I think what I was, I'm confused. I am not reading that as a category. Care center, care center home, care center facility. I think we have got a lot of ambiguities in the way these definitions are written

Long: Correct.

Hinton: Because my question is, and then over in rehab facility, those are likewise allowed in B5 with conditions and I can't

Long: And there is no definition for that as well.

Hinton: Can we not fit this operation into one of things that does not require rezoning is my, just my theoretical hypothetical question, not a, something for us to think about. Was there a reason why you pigeonholed it into a group care and not one of these other two?

Long: Because we have a definition for group care and we did not have a definition for the other ones. And so, when it comes to recent state law cases, that have gone to supreme court, you have to have definitions, not the way you understand it, not the way you have always acted on it, but what is actually defined and what is written pretty much in black and white. And so, seeing as how we did not have a category for that, and that is kind of lumped together with other type of professional healthcare services with rehabilitation, nursing care, assisted living, congregate care, palliative care, and hospice care, those would, most of those if not all of those would require certified health professionals, we lumped it under a group care facility. I realize that is kind of a point of discussion right now, but during the pre-application phase, the pre-application also is a consultation meeting we advised that this is the route that we were going to take and the applicant filled out the applications on those terms, and so, I'm sorry, I don't mean to cut you off, but I don't, they did not appeal the decision of the definition that they were lumped under.

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Mr. Miller: Excuse me, Commissioner Conville was...

Conville: Mr. Satcher, what was that about certified?

Satcher: It would include a specific treatment providing less than primary healthcare by staff appropriately certified or licensed to provide such treatment.

Conville: Whose business it is to ensure that quality? It is the state? Is it? My question was in the definition of care facility, it talks about appropriately certified staff and so I ask whose business is that to ensure that is the case at Lighthouse. Do we know?

Satcher: We would review their case as a...this is the way that we have interpreted how they would, how we could classify them and we would review their business as it comes in through the pre-application and then if there is still a clarification that we would need to assure this and how this is clarified, then that is what we would communicate with the applicant.

Conville: So we do not have a definition of certified, do we?

Satcher: Not in our land development code or how it relates to this.

Hinton: I had a different reading of that. I read it as it is a care home that provides "less than primary health care by staff appropriately certified," meaning that it does not reach that level. In other words, it could be staffed by clergy, non-certified, non-licensed. I think there are two readings to that, and I think, I don't know which interpretation.

Satcher: This would be less than certified, less than certified.

Hinton: Less than, so meaning it does not require a certified licensed clinician. Is that correct? Am I correct?

Satcher: It is.

Hinton: Okay.

Conville: It does not help me because we still do not know what appropriately certified means.

Hinton: But they do not have to be appropriately certified.

Conville: But it says appropriately certified.

Hinton: It says a care home provides less than primary care by staff.

Conville: That means they are not physicians then.

Satcher: Right. They are not physicians. They are not certified mental health providers. They are not sanctioned or licensed by the state; they would not have to be.

Conville: This is why there are courses in literature.

Miller: Commissioner Hinton, did you have a question?

Hinton: It just strikes me like for instant in definitions that here in Section 12 we do not even have a definition that says rehabilitation center and yet on page 40, in table 5.1, it says rehabilitation centers, so I think we really need to rethink these definitions; there is a lot of ambiguity for a layperson and I am an attorney but also just as a layperson on this committee, not serving as an attorney, I have got a lot of issues with the definitions. What's allowed and what's not allowed and which time you time you use which designations.

Long: Uh, trust me, I have found a few things that would be nice for us to clean up. But it is one of those things that is my opinion or my understanding that you think you have it as a use, listed in your chart of uses, you should probably just define.

Hinton: Yeah, but we are not.

Satcher: We are working through that. We ran into shifting priorities and so it is very difficult to address any one particular issue as these things are shifted.

Hinton: I might recommend just to the commission the idea that perhaps this facility could come back in another application process and maybe tweak a few things to try to fit into some category that it might already fit into without a rezone.

Miller: Would it still require a conditional use in that case?

Hinton: I think both of the other ones do require conditional uses.

Miller: We could be back in exactly the same situation.

Hinton: If you know, we are not rezoning so much.

Miller: I do not think we would have any less opposition.

Hinton: No, I do not think so, but right now, they are just asking us to rezone and that is a much bigger issue than placing conditions on something that is permanent and with conditions.

Long: Right, because with the rezoning, we should have been discussing the change in character of the neighborhood and clear public need. I think we may have dabbled on some of those, but none of that was the focus of the topic.

Conville: On page 56 of our packet is the conditions of rezoning and the first one has to do with the change of circumstances and the wishes of the neighborhood and in addition to that, public need, if you give us a quick crammer on public need, vis-à-vis planning.

Long: Mr. Gladden, do you want to jump on the state law and how multiple court cases have dabbled around public need?

Gladden: I can speak to it generally for you, okay? In our state, we are going to be looking at what is in the public need for the City of Hattiesburg, totality speaking, not what is in terms of public need for part of a neighborhood, part of a street, we are looked at a totality. It is beneficial to the City of Hattiesburg and that has to be proven in the evidence presented by the petitioner. It is not something you have to conjure up. If it is not presented by the petitioner, you have nothing to work with. That is the burden of proof of the petitioner, same way of showing the burden of proof for the change of the character in the

THE LIGHTHOUSE
HOPE. STABILITY. NEW BEGINNINGS.

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THE COTTAGES – MULTIPLE BUILDINGS THAT CAN BE USED FOR MULTIPLE PURPOSES

EXHIBIT A-3

NAICS ASSOCIATION

Menu

NAICS Code Description

NAICS Code/Keyword Search

623990 - Other Residential Care Facilities

Top Businesses by Annual Sales for 623990 – Click for Complete Profiles:

Southwest Key Programs Inc	Casey Family Programs
Lavie Care Centers LLC	Willow Valley Communities
Father Flanagans Boys Home	Central City Concern
Youth Villages Inc	Bexar Cnty Bd Trstees For Mnta
New York Foundling Hospital	Aegis Senior Communities LLC

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This industry comprises establishments primarily engaged in providing residential care (except residential intellectual and developmental disability facilities, residential mental health and substance abuse facilities,

continuing care retirement communities, and assisted living facilities for the elderly). These establishments also provide supervision and personal care services.

Illustrative Examples:

Boot or disciplinary camps (except correctional) for delinquent youth
Group homes for the hearing or visually impaired
Child group foster homes
Delinquent youth halfway group homes
Halfway group homes for delinquents or ex-offenders
Homes for unwed mothers
Group homes for the disabled without nursing care
Orphanages

Cross-References.

- Residential intellectual and developmental disability facilities are classified in Industry 623210, Residential Intellectual and Developmental Disability Facilities;
- Continuing care retirement communities are classified in U.S. Industry 623311, Continuing Care Retirement Communities;
- Residential mental health and substance abuse facilities are classified in Industry 623220, Residential Mental Health and Substance Abuse Facilities;
- Assisted living facilities for the elderly without nursing care are classified in U.S. Industry 623312, Assisted Living Facilities for the Elderly;
- Establishments primarily engaged in providing inpatient nursing and rehabilitative services are classified in Industry 623110, Nursing Care Facilities (Skilled Nursing Facilities);
- Establishments primarily engaged in providing temporary shelter are classified in U.S. Industry 624221, Temporary Shelters;
- Privately operated correctional facilities are classified in Industry 561210, Facilities Support Services; and
- Government operated correctional facilities and camps are classified in

Industry 922140, Correctional Institutions.

2007 NAICS	2012 NAICS	2017 NAICS	2022 NAICS	Index Entries for 623990
623990	623990	623990	623990	Boot camps for delinquent youth
623990	623990	623990	623990	Boys' and girls' residential facilities (e.g., homes, ranches, villages)
623990	623990	623990	623990	Camps, boot or disciplinary (except correctional), for delinquent youth
623990	623990	623990	623990	Child group foster homes
623990	623990	623990	623990	Children's villages
623990	623990	623990	623990	Delinquent youth halfway group homes
623990	623990	623990	623990	Disciplinary camps for delinquent youth
623990	623990	623990	623990	Group foster homes for children
623990	623990	623990	623990	Group homes for the hearing impaired
623990	623990	623990	623990	Group homes for the visually impaired
623990	623990	623990	623990	Halfway group homes for delinquents and ex-offenders
623990	623990	623990	623990	Homes for children with health care incidental
623990	623990	623990	623990	Homes for unwed mothers
623990	623990	623990	623990	Juvenile halfway group homes
623990	623990	623990	623990	Orphanages

Click Here for Data Appends & Targeted Marketing Lists

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- NAICS Code Search
- NAICS Code FAQ
- NAICS to SIC Crosswalk
- NAICS Code Appends
- High Risk NAICS Code
- SBA Size Standards

- Everything SIC
- SIC Code Search
- SIC Code FAQ
- SIC to NAICS Crosswalk
- SIC Code Appends
- SBA Size Standards

Business Intelligence

- Data Append Services
- Targeted Business Lists
- BizAPI
- Lead Generation
- Company Lookup Tool

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health and substance abuse facilities, continuing care retirement communities, and assisted living facilities for the elderly). These establishments also provide supervision and personal care services.

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Group homes for the disabled without nursing care
Orphanages

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- Establishments primarily engaged in providing inpatient nursing and rehabilitative services are classified in Industry 623110, Nursing Care Facilities (Skilled Nursing Facilities);
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2007 NAICS	2012 NAICS	2017 NAICS	2022 NAICS	Index Entries 623990
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623990	623990	623990	623990	Boys' ar girls' resident facilities (e.g., ho ranches villages)
623990	623990	623990	623990	Camps, or disciplin (except correcti for delinqu youth
623990	623990	623990	623990	Child gr foster homes

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12:10

congregate care

SIC Code/Keyword Search

SEARCH RESULTS

NAICS	NAICS Title	Com Key
624410	Child Care Services	Child cente
623110	Nursing Care Facilities (Skilled Nursing Facilities)	Retire home nursi
812199	Other Personal Care Services	Color consu servi perso servi
623990	Other Residential Care Facilities	Hom childr healt incid
621610		Hom

Privacy & Cookies Policy

naics.com

EXHIBIT A-4

STATE OF MISSISSIPPI

Forrest/Perry County Adult Drug Court

TWELFTH CIRCUIT COURT DISTRICT

ROBERT B. HELFRICH
CIRCUIT COURT JUDGE

KAMEKIA ADAMS
PROBATION OFFICER

DEREK JONES
PROBATION OFFICER

LUCY B. DAVENPORT
COORDINATOR

JONATHAN HARRISON
PROBATION OFFICER

July 2, 2024

Mr. Kenneth Thronson
Lighthouse Ministries
204 Eupora Street
Hattiesburg, MS 39401

Dear Mr. Thronson:

The Forrest/Perry County Adult Drug-DUI-Veterans Court is pleased to support Lighthouse Ministries in efforts to expand the Lighthouse Ministries Program to serve men as well as women. The mission of the Forrest/Perry County Adult Drug Court is to enhance public safety and save the taxpayer money by providing a structured and accountable alternative to incarceration for non-violent offenders with the disease of substance abuse and chemical dependency; to enhance the health and lives of the offenders and their families by providing court-supervised treatment and rehabilitation to allow them to return to society as productive tax-paying citizens.

The Forrest/Perry County Adult Drug-DUI-Veterans Court currently has 220 participants and is rapidly growing. We average approximately 50 new participants yearly, over half of whom are homeless. To better enhance the lives of the offenders, there is a great need for housing, education, alcohol and drug counseling as well as mental well-being education and life skills training. Lighthouse Ministries can meet these needs.

We have enjoyed working with Lighthouse Ministries in the past and look forward to working with them in the future. I believe this partnership will continue to produce positive results for Forrest and Perry Counties as well as the surrounding communities.

Sincerely,

Lucy B. Davenport

Lucy B. Davenport

P.O. BOX 309 • HATTIESBURG, MS 39403-0309 • TELEPHONE: 601-545-1321 • FAX: 601-544-2041

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

July 3rd, 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. Michael Pruitt

Members Absent:

1. Michael Dickerson
2. Charles Dawe
3. Carlos Wilson
4. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
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
8. Joel Vaughn, Intern
9. Marion Reese, Intern

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Picket.

Motion:

Made by Commissioner Ray to accept the agenda

Second:

Made by Commissioner Picket

Vote:

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

MINUTES REVIEW

Commissioner Pickett made a motion to approve with correction to Chair Hinton (vicechair to chair) the June 5th minutes, and Commissioner Ray seconded this motion.

Motion:

Made by Commissioner Pickett to approve

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	X		
Carlos Wilson			ABSENT
Michael Dickerson			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSTAIN

BUILDING REPORT

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

PLANNING REPORT

The Planning Division (Nathan Satcher) gave report. Updated on City Council votes from June meeting(s). Cory Long gave report on the Broadway project, August 30, 2024.

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:

Appeal of Decision by Site and Design Review Committee - Douglas Miller, petitioner, requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group requests facility. The property in question is located at 408 Broadway Drive, PPIN 21766 (Forrest, County, Ward 2).

Discussion and Vote:

Staff (Cory) introduced the case. Douglas Miller and Ken Thronson presented on the case and answered questions from the commissioners.

Exhibit 1- From Mr. Thronson. "The Lighthouse: The Cottages" powerpoint.
Exhibit 2- From Mr. Thronson. "The Lighthouse: The Cottages- Planning Commission and City Council" powerpoint.
Exhibit 3- From Ms. Thronson. NAICS Code Descriptions.
Exhibit 4- From Mr. Thronson. Letter from Forrest/Perry County Adult Drug Court (July 2, 2024).

Presented by:

1. Douglas Miller
2. Ken Thronson

Proponents:

1. Edward "Ed" J Langton

Opponents:

1. None

Motion:

Made by Commissioner Pickett to deny the appeal of applicant and uphold staff

decision.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson			ABSENT
Charles Dawe			ABSENT
Michael Pruitt	X		

Item B:

Conditional Use Request for "Club and Bar" Use - Robert Green, owner, request a conditional use approval for a "Clubs and Bars" for a property located at 912 Dabbs Street, Zoned B-2 (PPIN 13800 Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff (Cory Long) introduced the case. Robert Green appeared to speak on behalf of his case and answered questions from commissioners. Mr. Greene rebutted oppositions.

Exhibit 2- From Mr. Green. Letter from trust and petition from residents.
Exhibit 1- From Mr. Michael Bennett. Petition from residents against.
Exhibit 3- From Ms. LiRiley.

Presented by:

1. Robert Green

Proponents:

1. None

Opponents:

1. Michael Bennett
2. Tamara J. King
3. Frederick Smith
4. Katie LiRiley
5. Crystal Bourn
6. McKenzie Bourn

Motion:

Made by Commissioner Pickett to deny request.

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

Item C:

Request to modify a platted subdivision - ALS Properties, owner, request approval to alter the platted subdivision known as "D. D, McInnis 3rd Survey or Addition" to subdivide the property located at 305 J C Killingsworth Drive into three lots Zoned R-1C (PPIN 21408, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Arthur C. Siggers spoke on behalf of the case and answered questions from the Commissioners.

Presented by:

1. Arthur C. Siggers

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Lockett to Approve

Second:

Made by Commissioner Conville

Vote:

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

Item D:

Zoning Change Request - Shelby Murray, engineer, and Forrest Dungan, engineer, and David Lawson, owner, request approval for rezoning a property located at 2100 McInnis Loop from B-5 (Regional Business) to I-1 (Light Industrial) (PPIN 38592 and 47444, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Forrest Dungan and Davis Lawson spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Forrest Dungan and David Lawson.

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pruitt to Approve (II basis for approval. "the character of the neighborhood has changed substantially so that rezoning is clearly justified.)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

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

OTHER BUSINESS

No other business came before the board.

Adjournment:

The meeting was adjourned at 3:07 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Pruitt

Vote:

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

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County) from R-3 (Multi-Family Residential) to B-5 (Regional Business). The Planning Commission recommended approval on September 4th, 2024.**
File Number: 2024-386
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

September HPC Item: A
Bennett York, Applicant, and John Anglin, Engineer
Request for: **Zoning Change From R-3 to B-5**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Bennett York, applicant, and John Anglin, engineer

Address of Property:	**County:**	**PPIN:**	**Ward:**
62 Cross Creek Parkway	Lamar	38013	3

Request: **Request for Rezoning — R-3 (Multi-Family Residential) to B-5 (Regional Business)**

Purpose of Request: Bennett York, applicant, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38103, Ward 3, Lamar County).

History / Background: The property was brought before the Planning Commission in December of 2019 with a request to be rezoned from B-5 to R-3, with the intention of the property becoming phase III of the Cross Creek Village Apartments. The Planning Commission voted to recommend approval to City Council and City Council approved the rezoning request in December of 2019.

After approval of the rezoning request, the site was graded and grubbed but was not developed further into the original proposal for apartments. The applicant noted that they could not justify the costs for multi-family after the rezone, and began exploring other options.

The applicants met with the committee again in July of 2024 to discuss plans for the development of the site. The applicants presented plans to switch the site's development from multi-family apartments to a multi-project. The initial plan is to develop an extended-stay hotel, where they have been in discussion with the Echo Hotel Brand (by Wyndham Hotels).

The applicant discussed wanting to do additional site stabilization to the site, prior to any formal development plans in order to help make the property more marketable for other commercial components on the site. Long-terms plans for the site may include additional subdivisions for other complementary businesses to hotels, such as restaurant chains. Any future subdivisions of the property will require a plat amendment, as a subdivision plat was recently approved by City Council for the property in 2023. The applicant also discussed

the possibility for a cut-through road on the property from Cross Creek Parkway that would connect to Turtle Creek Drive. Staff advised that if it were to ever be dedicated to the City, it would require a major subdivision approval as it would create new infrastructure and meet all applicable requirements for a new road.

Applicant Summary: * See Attached *

SECTION 4 **Zoning Districts Established**

R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

B-5 Regional Business District: The purpose of the B-2 District is to provide for retail and personal and business services, offices, and financial services in locations convenient to region's population consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

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-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

Present Zoning: R-3 Multi-Family Residential

Present Use: Vacant Land / Undeveloped

Future Land Use: Regional Business

September HPC Item: A
Bennett York, Applicant, and John Anglin, Engineer
Request for: **Zoning Change From R-3 to B-5**

Surrounding Zoning:

North: B-5 Regional Business
South: B-5 Regional Business
East: B-5 Regional Business
West: R-3 Multi-Family Residential, B-5 Regional Business

The property is largely surrounded by the commercial development of the Turtle Creek Mall and surrounded retail stores and multi-family developments.

Letters or Concerns stated:

The Planning Division has not received any letters or concerns as or finalizing this report.

Option:

Recommend **approval** or **denial** of the request for a Zoning Change

Basis for approval (Zoning Change):

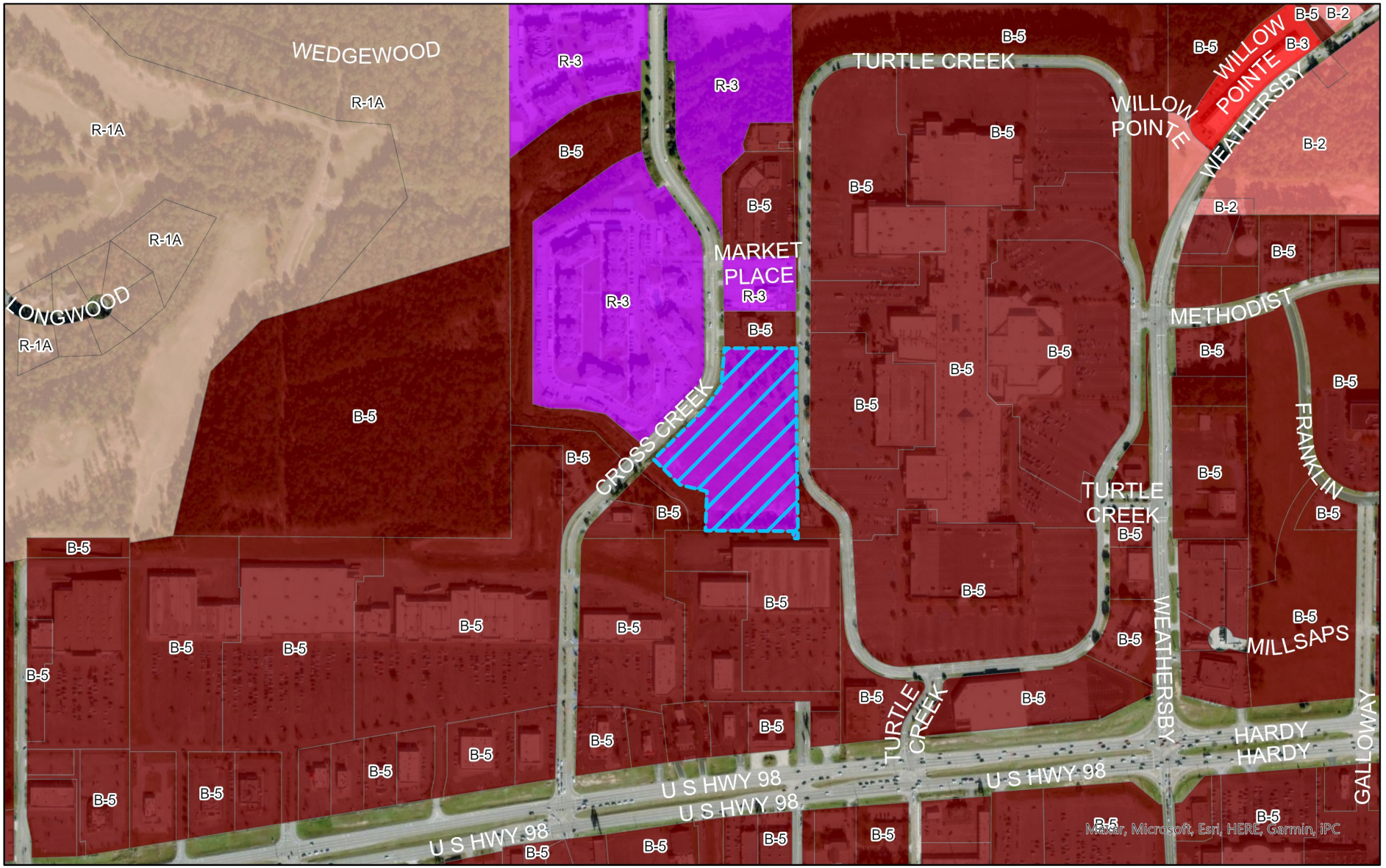
I. There was a mistake in the original zoning
II. The character of the neighborhood has changed substantially so that rezoning is clearly justified **and** there is a public need for the rezoning
III. Annexation

SUBJECT PARCEL

62 Cross Creek Parkway — Zoning Change Request

Bennett York, Owner, and John Anglin, Engineer

Requesting approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).


WEDGEWOOD
R-1A
R-1A
R-1A
LONGWOOD
R-1A
R-3
R-3
B-5
R-3
MARKET PLACE
R-3
B-5
B-5
B-5
B-5
CROSS CREEK
B-5
B-5
B-5
TURTLE CREEK
B-5
B-5
B-5
B-5

Future Land Use Map

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

Rezone request from R-3 to B-5
Cross Creek Parkway
PPIN: 7622
Flood Zone: X
Ward 3, Lamar County

0 0.25 Miles

N

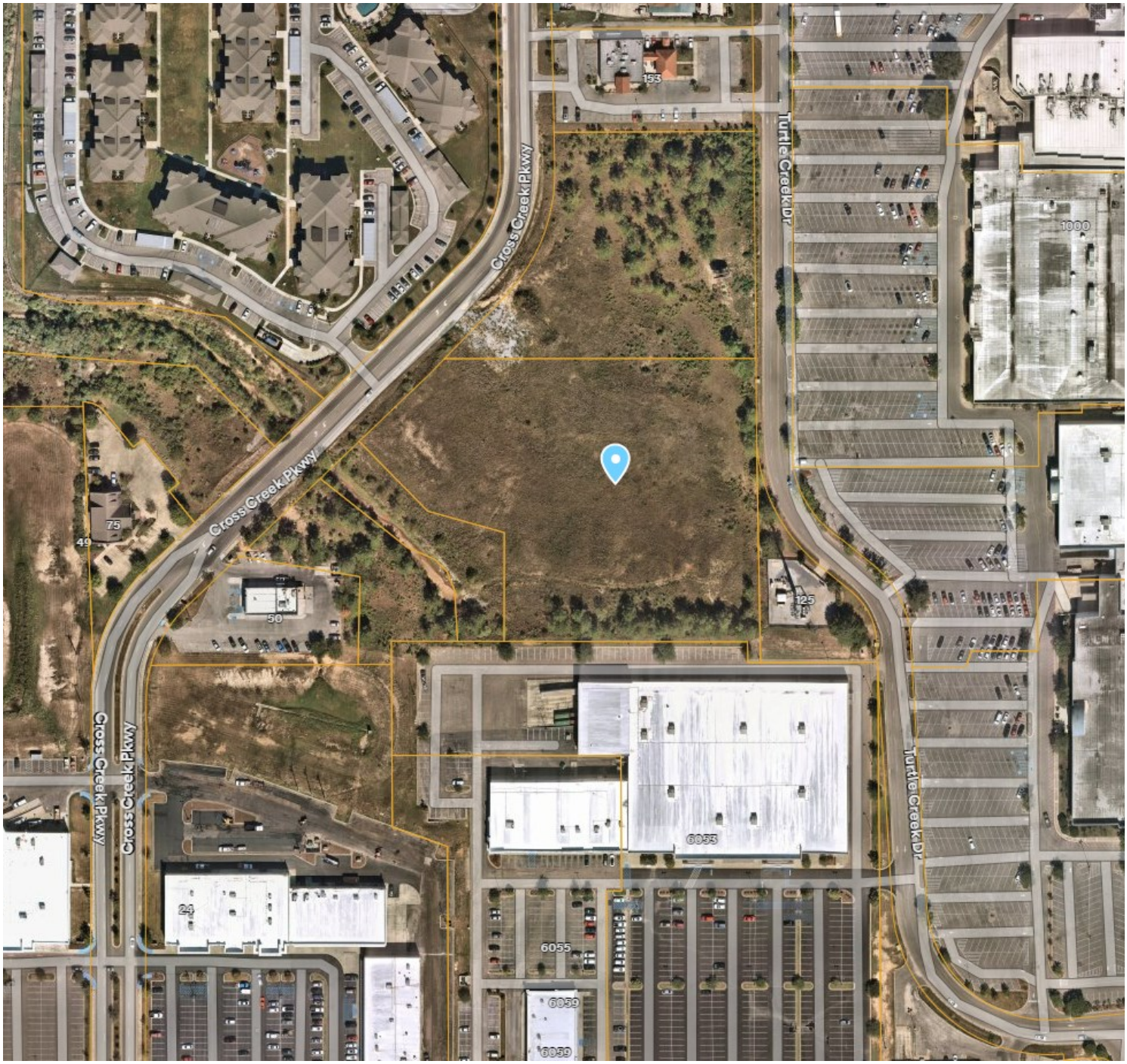
URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°22'46"W 31°19'33"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: 8/14/2024 5:18 PM

HPC Item: A

Site Aerial


Cross Creek Pkwy
Cross Creek Pkwy
Cross Creek Pkwy
Turtle Creek Dr
Turtle Creek Dr
153
1000
75
49
50
125
24
6053
6055
6059
6059

Surrounding Area

Surrounding Area

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: Bennett York
Project Name: Cross Creek Parkway Hotel
Proposed Use(s): Hotel
Project Street Address: 62 Cross Creek Parkway, Hattiesburg MS
PPIN Number(s) (if unknown, can be found on tax receipt): 38013

Application for (check all appropriate types):

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

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

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

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: R-3 (Multi-Family Residential)
Proposed Zoning: B-5 (Regional Business)

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

STAFF USE ONLY – Do Not Complete:

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

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: John Anglin - Clearpoint Engineers

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☒Engineer

☐Other (please specify): _____

Phone: 601-261-2609 Fax: _____ Email: johna@clearpointengineers.com

Mailing Address: 6652 Hwy 98 West, Hattiesburg, MS 39402

Secondary:

Name: Bennett V. York

☒Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-264-0403 Fax: _____ Email: donnie.hendrix@yorkdevelopments.com

Mailing Address: 112 Sheffield Loop, 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

62 Cross Creek Parkway (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 19th day of July, 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.

Bennett York

on this the 19th day of July, 2024.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 199033 BARBARA W. WILSON Commission Expires April 27, 2028 LAMAR COUNTY

Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named Bennett York,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of July, 2024.

Barbara W Wilson

NOTARY PUBLIC

My Commission Expires:
4-27-28

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 199033 BARBARA W. WILSON Commission Expires April 27, 2028 LAMAR COUNTY

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

62 Cross Creek Parkway (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 19th day of July, 2024.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 199033 BARBARA W. WILSON Commission Expires April 27, 2028 LAMAR COUNTY

Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named Bennett York,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of July, 2024.

NOTARY PUBLIC

My Commission Expires:
4-27-28

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 199033 BARBARA W. WILSON Commission Expires April 27, 2028 LAMAR COUNTY

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

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

___ 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 $ 400 .

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:

Subject property was rezoned from B-5 to R-3 in 2021. However, the planned multi-family development could not proceed due to changing economic conditions. It is not anticipated that this property can be used to its best and full use as zoned residential. The property is surrounded by B-5 zoned property, and we are requesting the property to be changed back to B-5 zone.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

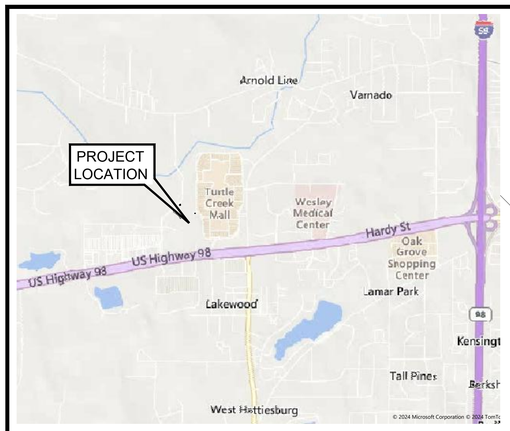
If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)



Vicinity Map
N.T.S.

Subject Property to be Re Zoned from R-3 to B-5

CROSS CREEK PARKWAY (80' ROW)

TURTLE CREEK DRIVE (50' ROW)

Proposed Road

DB 18-G, PG 160

Curb Inlet
Top = 218.61'
Inv. (SE) = 212.81'

Ex. 16" Water Main
(City of Hattiesburg)

Sewer Manhole
Top = 217.86'
Inv. (NE) = 204.76'
Inv. (SE) = 205.06'
Inv. (SW) = 204.86'
Inv. (NW) = 204.96'

Sewer Manhole
Top = 219.97'
Inv. = 207.47'

BM Elev. = 218.94'
Chiseled Square on Headwall

Sewer Manhole
Top = 221.15'
Inv. (SE) = 214.15'
Inv. (NE) = 214.05'

Existing 16" Water Main
(City of Hattiesburg)

Ex. Gravity Sewer Main
(Private)

Drainage Channel

Dickey's BBQ

S89°28'40"E 571.77' APS

Existing Underground Electrical (PRVEPA)

Existing 10" Water Main (Arnold Line W.A.)

Existing Fiber Optic Cable (CSpire)

Existing Fiber Optic Cable (Unity)

CELL TOWER

Parcel 3
±2.0 Acres

PROJECT ECHO EXTENDED STAY HOTEL
4-STORY WOOD CONSTRUCTION
124 ROOMS | 127 PARKING SPACES
51,670 Sq. Ft

Sewer Manhole
Top = 221.78'
Inv. = 215.18'

Existing Sewer Main
(Private)

Sewer Manhole
Top = 229.95'
Inv. (N) = 209.45'
Inv. (W) = 215.75'
Inv. (SE) = 215.75'
Inv. (W) = 215.75'
Inv. (W) = 221.05'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

KOHL'S REAR PARKING

24.00
18.00
9.00
25.66

REVISIONS			
NO.	DATE	DESCRIPTION	BY

Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Preliminary Site Plan

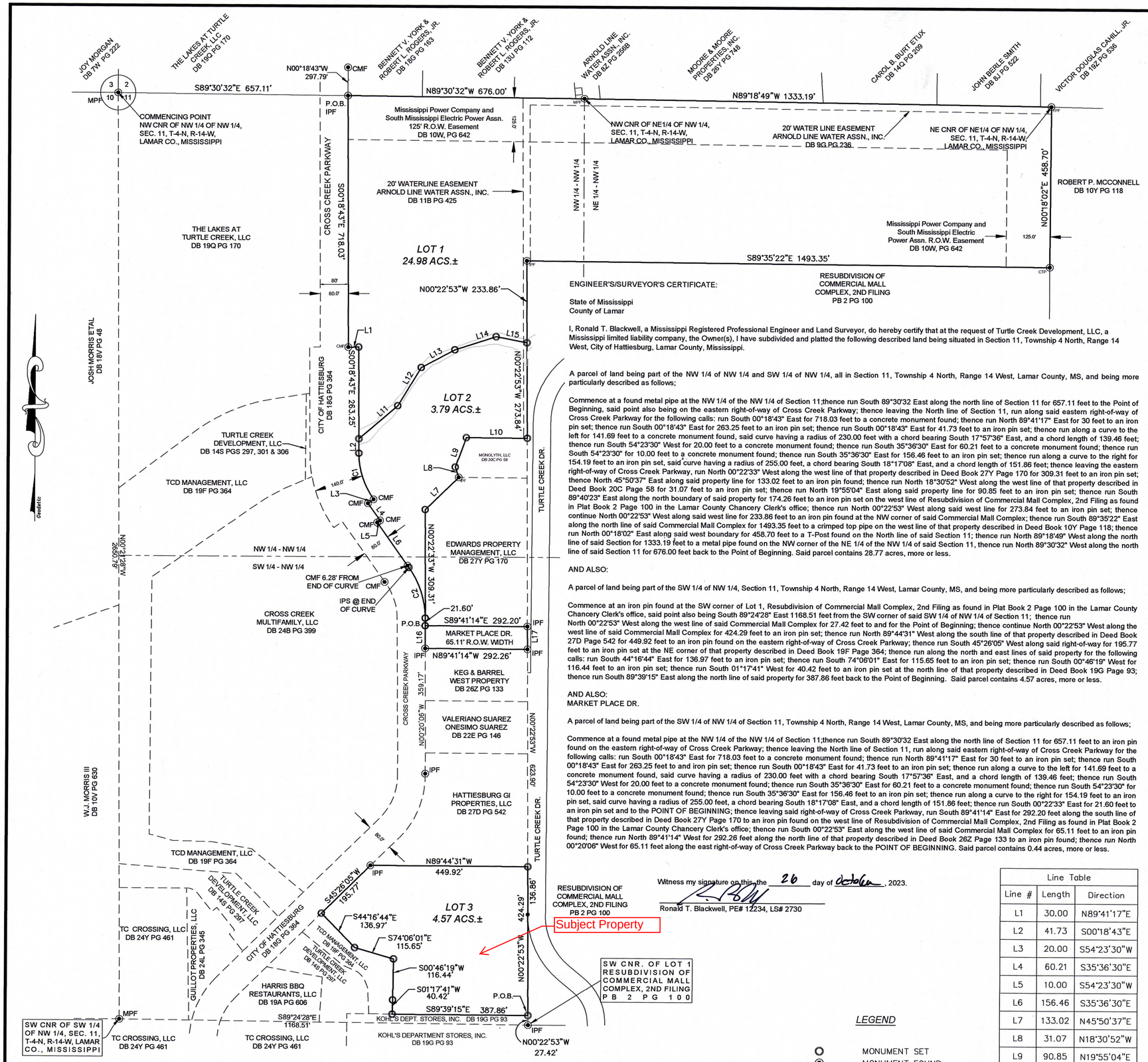
Hotel at Cross Creek
City of Hattiesburg,
Lamar County, MS

SHEET NO. 1.2

PROJ. NO.: 50402310 | DRAWN BY: JRB | CHECKED BY: JCA | SCALE: N.T.S. | DATE: JUNE, 2024

Dwg:\50202305\CIVIL\50202305 Location Layout.dwg

TURTLE CREEK



ENGINEER'S/SURVEYOR'S CERTIFICATE:

State of Mississippi
County of Lamar

I, Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, do hereby certify that at the request of Turtle Creek Development, LLC, a Mississippi limited liability company, the Owner(s), I have subdivided and platted the following described land being situated in Section 11, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi.

A parcel of land being part of the NW 1/4 of NW 1/4 and SW 1/4 of NW 1/4, all in Section 11, Township 4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows;

Commence at a found metal pipe at the NW 1/4 of the NW 1/4 of Section 11;thence run South 89°30'32 East along the north line of Section 11 for 657.11 feet to the Point of Beginning, said point also being on the eastern right-of-way of Cross Creek Parkway; thence leaving the North line of Section 11, run along said eastern right-of-way of Cross Creek Parkway for the following calls: run South 00°18'43" East for 718.03 feet to a concrete monument found; thence run North 89°41'17" East for 30 feet to an iron pin set; thence run South 00°18'43" East for 263.25 feet to an iron pin set; thence run South 00°18'43" East for 41.73 feet to an iron pin set; thence run along a curve to the left for 141.69 feet to a concrete monument found, said curve having a radius of 230.00 feet with a chord bearing South 17°57'36" East, and a chord length of 139.46 feet; thence run South 54°23'30" West for 20.00 feet to a concrete monument found; thence run South 35°36'30" East for 60.21 feet to a concrete monument found; thence run South 54°23'30" for 10.00 feet to a concrete monument found; thence run South 35°36'30" East for 156.46 feet to an iron pin set; thence run along a curve to the right for 154.19 feet to an iron pin set, said curve having a radius of 255.00 feet, a chord bearing South 18°17'08" East, and a chord length of 151.86 feet; thence leaving the eastern right-of-way of Cross Creek Parkway, run North 00°22'33" West along the west line of that property described in Deed Book 27Y Page 170 for 309.31 feet to an iron pin set; thence North 45°50'37" East along said property line for 133.02 feet to an iron pin found; thence run North 18°30'52" West along the west line of that property described in Deed Book 20C Page 58 for 31.07 feet to an iron pin set; thence run North 19°55'04" East along said property line for 90.85 feet to an iron pin set; thence run South 89°40'23" East along the north boundary of said property for 174.26 feet to an iron pin set on the west line of Resubdivision of Commercial Mall Complex, 2nd Filing as found in Plat Book 2 Page 100 in the Lamar County Chancery Clerk's office; thence run North 00°22'53" West along said west line for 273.84 feet to an iron pin set; thence continue North 00°22'53" West along said west line for 233.86 feet to an iron pin found at the NW corner of said Commercial Mall Complex; thence run South 89°35'22" East along the north line of said Commercial Mall Complex for 1493.35 feet to a crimped top pipe on the west line of that property described in Deed Book 10Y Page 118; thence run North 00°18'02" East along said west boundary for 458.70 feet to a T-Post found on the North line of said Section 11; thence run North 89°18'49" West along the north line of said Section for 1333.19 feet to a metal pipe found on the NW corner of the NE 1/4 of the NW 1/4 of said Section 11, thence run North 89°30'32" West along the north line of said Section 11 for 676.00 feet back to the Point of Beginning. Said parcel contains 28.77 acres, more or less.

AND ALSO:

A parcel of land being part of the SW 1/4 of NW 1/4, Section 11, Township 4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows;

Commence at an iron pin found at the SW corner of Lot 1, Resubdivision of Commercial Mall Complex, 2nd Filing as found in Plat Book 2 Page 100 in the Lamar County Chancery Clerk's office, said point also being South 89°24'28" East 1168.51 feet from the SW corner of said SW 1/4 of NW 1/4 of Section 11; thence run North 00°22'53" West along the west line of said Commercial Mall Complex for 27.42 feet to and for the Point of Beginning; thence continue North 00°22'53" West along the west line of said Commercial Mall Complex for 424.29 feet to an iron pin set; thence run North 89°44'31" West along the south line of that property described in Deed Book 27D Page 542 for 449.92 feet to an iron pin found on the eastern right-of-way of Cross Creek Parkway; thence run South 45°26'05" West along said right-of-way for 195.77 feet to an iron pin set at the NE corner of that property described in Deed Book 19F Page 364; thence run along the north and east lines of said property for the following calls: run South 44°16'44" East for 136.97 feet to an iron pin set; thence run South 74°06'01" East for 115.65 feet to an iron pin set; thence run South 00°46'19" West for 116.44 feet to an iron pin set; thence run South 01°17'41" West for 40.42 feet to an iron pin set at the north line of that property described in Deed Book 19G Page 93; thence run South 89°39'15" East along the north line of said property for 387.86 feet back to the Point of Beginning. Said parcel contains 4.57 acres, more or less.

AND ALSO:
MARKET PLACE DR.

A parcel of land being part of the SW 1/4 of NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows;

Commence at a found metal pipe at the NW 1/4 of the NW 1/4 of Section 11;thence run South 89°30'32 East along the north line of Section 11 for 657.11 feet to an iron pin found on the eastern right-of-way of Cross Creek Parkway; thence leaving the North line of Section 11, run along said eastern right-of-way of Cross Creek Parkway for the following calls: run South 00°18'43" East for 718.03 feet to a concrete monument found; thence run North 89°41'17" East for 30 feet to an iron pin set; thence run South 00°18'43" East for 263.25 feet to and

State of Mississippi County of Lamar

I, Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, do hereby certify that at the request of Turtle Creek Development, LLC, a Mississippi limited liability company, the Owner(s),I have subdivided and platted the following described land being situated in Section 11, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi.

A parcel of land being part of the SW 114 of NW 1/4, Section 11, Township4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows

Commence at an iron pin found at the SW corner of Lot 1, Resubdivision of Commercial Mall Complex, 2nd Filing as found in Plat Book 2 Page 100 in the Lamar County Chancery Clerk's office, said point also being South 89°24'28" East 1168.51 feet from the SW corner of said SW 1/4 of NW 1/4 of Section 11; thence run North 00°22'53" West along the west line of said Commercial Mall Complex for 27.42 feet to and for the Point of Beginning; thence continue North 00°22'53" West along the west line of said Commercial Mall Complex for 424.29 feet to an iron pin set; thence run North 89" 44' 31" West along the south line of that property described in Deed Book 27D Page 542 for 449.92 feet to an iron pin found on the eastern right-of-way of Cross Creek Parkway; thence run South 45°26'05" West along said right-of-way for 195.77 feet to an iron pin set at the NE corner of that property described in Deed Book 19F Page 364; thence run along the north and east lines of said property for the following calls: run South 44°16'44" East for 136.97 feet to an iron pin set; thence run South 74°06'01" East for 115.65 feet to an iron pin set; thence run South 00°46'19" West for 116.44 feet to an iron pin set; thence run South 01°17'41" West for 40.42 feet to an iron pin set at the north line of that property described in Deed Book 19G Page 93; thence run South 89°39'15" East along the north line of said property for 387.86 feet back to the Point of Beginning. Said parcel contains 4.57 acres, more or less.

Lot 3 of Turtle Creek subdivision plat platted in the Lamar County Chancery's clerks office on December 4th, 2023

160

STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

FILED

2006 MAR 8 AM 10 31

WAYNE SMITH
CHANCERY CLERK

STREET DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **TURTLE CREEK DEVELOPMENT, LLC,** a Mississippi limited liability company, as "Grantor" herein, does hereby remise, release and quitclaim unto the **CITY OF HATTIESBURG, MISSISSIPPI,** as "Grantee" herein, all of its right, title and interest in and to the real property described herein below, lying and being situate in the City of Hattiesburg, County of Lamar, State of Mississippi, said real property being more particularly described as follows, to wit:

A parcel of land being a part of the West ½ of the Northwest 1/4 of Section 11, Township 4 North, Range 14 West in the City of Hattiesburg, County of Lamar, State of Mississippi, said parcel of land being a permanent right of way for a proposed public road crossing the real property described in County of Lamar Land Records, Deed Book 14S, Page 301, and being more particularly described as commencing at the southwest corner of the Southwest 1/4 of the said Northwest 1/4 of Section 11, thence run N00°55'42"W along the west line of said Northwest 1/4 for 2,651.00 feet to the northwest corner of the said Northwest 1/4, thence run S89°58'40"E along the north line of the said Northwest 1/4 for 590.90 feet to a point on the proposed western right of way line of a proposed public road, said point being the Point of Beginning; thence continue S89°58'40"E along the said north line of the Northwest 1/4 for 80.00 feet to a point on the proposed eastern right of way line of a proposed public road, thence run S00°36'50'"E along the said proposed eastern right of way line for 716.25 feet, thence run N89°23'10"E along the said proposed eastern right of way line for 30.00 feet, thence run S00°36'50"E along the said proposed eastern right of way line for 304.98 feet, thence run Southeasterly along an arc to the left and said proposed eastern right of way line for 141.69 feet, said arc having a radius of 230.00 feet, a chord bearing of S18°15'43"E and a chord distance of 139.46 feet, thence run S54°05'23"W along the said proposed eastern right of way line for 20.00 feet, thence run S35°54'37"E along the said proposed eastern right of way line for 60.21 feet, thence run S54°05'23"W along the said proposed eastern right of way line for 10.00 feet, thence run S35°54'37"E along the said proposed eastern right of way line for 150.00 feet, thence run S54°05'23"W for 80.00 feet to a point on the said proposed western right of way line of a proposed public road, thence run N35°54'37"W along the said proposed western right of way line for 210.21 feet, thence run S54°05'23"W along the said proposed western right of way line for 30.00 feet, thence run northwesterly along an arc to the right and the said proposed western right of way line for 227.93 feet, said arc having a radius of 370.00 feet, a chord bearing of N18°15'43"W and a chord distance of 224.35 feet, thence run N00°36'50"W along the said proposed western right of way line for 304.98 feet, thence run N89°23'10"E along the said proposed western right of way line for 30.00 feet, thence run N00°36'50"W along the said proposed western right of way line for 717.14 feet to the Point of Beginning, comprising 3.29 Acres (143,326 square feet), more or less.

We fully understand that we have the right to receive just compensation for the real property herein described, based on an appraisal of said property. We hereby waive our right to just compensation and donate the real property herein described to the City of Hattiesburg. We further understand that we have the right to request that a fair market value appraisal of the property be made and we hereby waive that right.

WITNESS THE SIGNATURE OF GRANTOR as of the 27th day of ~~March~~ February, A.D. 2006.

TURTLE CREEK DEVELOPMENT, LLC,
a Mississippi limited liability company

By: _____
Bennett V. York, Member

By: _____
Bennett V. York, Jr., Member

By: _____
Paige York-Losee, Member

By: _____
John T. York, Member

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of March, 2006, within my jurisdiction, the within named **BENNETT V. YORK**, who acknowledged that he is a Member of Turtle Creek Development, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

My commission expires:
May 1, 2007
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of March, 2006, within my jurisdiction, the within named **BENNETT V. YORK, JR.,** who acknowledged that he is a Member of Turtle Creek Development, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

My commission expires:
May 1, 2007
(SEAL)

STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of ~~March~~ February, 2006, within my jurisdiction, the within named **PAIGE YORK-LOSEE.** who acknowledged that she is a Member of Turtle Creek Development, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Darlene Montgomery
NOTARY PUBLIC

My commission expires:
May 1, 2007
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of ~~March~~ February, 2006, within my jurisdiction, the within named **JOHN T. YORK**, who acknowledged that he is a Member of Turtle Creek Development, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Darlene Montgomery
NOTARY PUBLIC

My commission expires:
May 1, 2007
(SEAL)

Grantor's Address:
Turtle Creek Development, LLC
112 Sheffield Loop, Suite D
Hattiesburg, Mississippi 39402
Telephone: 601.264.0403

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 18-4 PAGE 160
INDEXED 20 RECORDED ABSTRACTED
Ann Davis D.C.

CHANCERY CLERK * LAMAR COUNTY, MISSISSIPPI *

Grantee's Address:
City of Hattiesburg
212 W. Front St.
Hattiesburg MS 39403-1898
Telephone: 601-545-4640

THIS INSTRUMENT PREPARED BY: Jan W. Hammond; 112 Sheffield Loop, Suite D-1; Hattiesburg, MS 39402; Telephone: 601.264.0403; Facsimile: 601.264.0433.

INDEXING INSTRUCTIONS TO LAMAR COUNTY CHANCERY CLERK:
Index on the general index, direct and reverse; and index on the sectional index on the West ½ of the Northwest 1/4 of Section 11, Township 4 North, Range 14 West in the City of Hattiesburg, County of Lamar, State of Mississippi.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 62 CROSS CREEK PARKWAY (PPIN 38013, LAMAR CO., WARD 3) FROM SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.12, B-5 (REGIONAL BUSINESS) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Lot 3 of Turtle Creek subdivision plat platted in the Lamar County Chancery's clerks office on December 4th, 2023

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

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

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

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

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

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

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

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	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) 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.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

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

Motion:

Made by Commissioner Conville to accept changes and 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			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

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

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt an Ordinance to amend the comprehensive zoning district map for a property located 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County) from B-2 (Neighborhood Business) to R-1B (Single-Family Residential). The Planning Commission recommended approval on September 4th, 2024.**
File Number: 2024-387
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

September HPC Item: B & C
Ta'Dren Kennedy, Owner
Request for: **Zoning Change From B-2 to R-1B**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Ta'Dren Kennedy, applicant

Address of Property:	**County:**	**PPIN:**	**Ward:**
800 W 7th Street	Forrest	23500	2

Request: **Item B: Request for Rezoning — B-2 (Neighborhood Business) to R-1B (Single-Family Residential) and**

Item C: Plat Modification and Preliminary Plat Approval for a major subdivision

Purpose of Request: Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, requests approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th. The applicant also requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots for a major subdivision (PPIN 23500, Ward 2, Forrest County).

History / Background: The applicant met with staff in a pre-application to discuss the division of the property into 6 or 7 separate lots for single-family residential homes. The dimensional layout of the proposed subdivision, in either layout, would require a minimum of an R-1B zoning, which the applicant is proposing to rezone the property to. The current zoning does not allow for the use of the property as "dwelling, single-family residential" by right.

In 2021, the property was rezoned from R-1C to B-2 by the property owner in order to make the property more marketable. Staff have reviewed several proposals for commercial entities for the property since then, but none have moved forward to formal site plan review and approval.

Prior to that, the property was approved for a Planned Unit Development in 2005 and zoned to R-1C, which also was never developed on the property.

The proposed subdivision would be considered "infill" development, where no new streets would be required. Sidewalks would need to be established, but no new water/sewer utilities would need to be dedicated to the City of Hattiesburg for this subdivision. The property is also within a platted subdivision and is required to follow the requirements of Miss. Code Ann. § 17-1-23, which allows a request to be petitioned to the city council for modification.

Applicant Summary: * See Attached *

SECTION 4 **Zoning Districts Established**

B-2 Neighborhood Business: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

R-1B Residential District: The purpose of the R-1B 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			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20

September HPC Item: B & C
Ta'Dren Kennedy, Applicant
Request for: **Zoning Change From B-2 to R-1B**

SECTION 12 **Process and Procedures**

Categories of Development Approvals

12.3.2 Preliminary Plat Approval for Major Subdivisions

12.3.2.1 Approval Criteria.

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

12.3.2.4 Final Plat.

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

12.3.2.5 Recording.

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

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.

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: B-2 Neighborhood Business

Present Use: Vacant Land

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning:
North: I-1 Light Industrial
South: R-1B Single-Family Residential
East: B-2 Neighborhood Business
West: B-2 Neighborhood Business

Letters or Concerns stated: The Planning Division has not received any letters or concerns as or finalizing this report.

September HPC Item: B & C
Ta'Dren Kennedy, Applicant
Request for: **Zoning Change From B-2 to R-1B**

Option:

Item B: Recommend **approving** or **denying** of the request for a Zoning Change

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

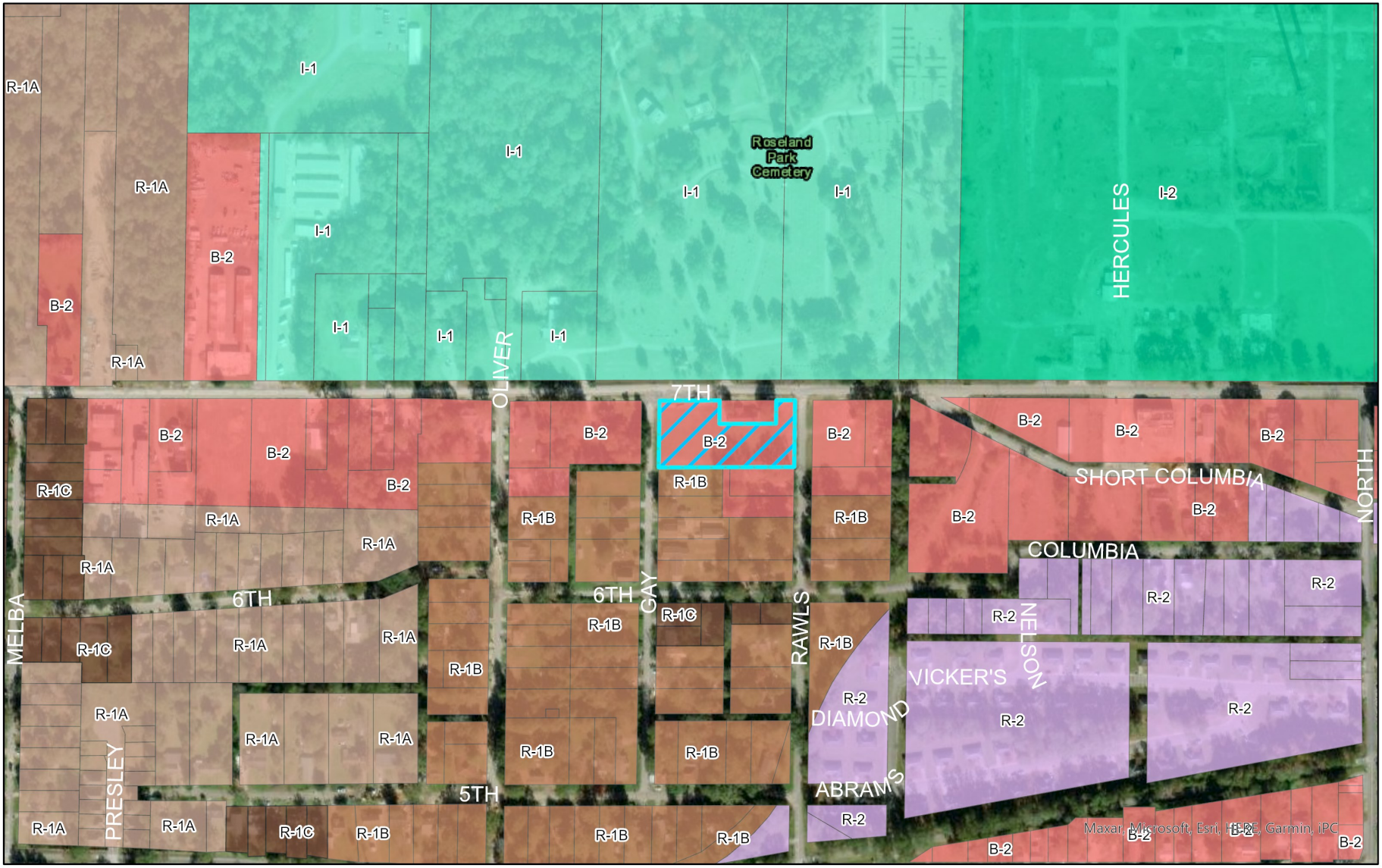
Item C: Recommend **approving or denying** the request to alter the platted subdivision and subdivide the property into 7 single-family residential lots.

SUBJECT PARCEL

800 W 7th Street — Zoning Change Request

Ta'Dren Kennedy, Owner, Charles Bolton, Representative, and Shea McNease, Engineer

Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, requests approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th. The applicant also requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots for a major subdivision (PPIN 23500, Ward 2, Forrest County).



Zoning Map

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

Rezone request from B-2 to R-1B
and Request for a Major Subdivision
~800 W 7th Street
PPIN: 23500
Flood Zone: X
Ward 2, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'43"W 31°20'7"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: 8/14/2024 4:46 PM

HPC Item: B & C

Future Land Use Map

- Industrial 2
- Neighborhood Business
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2

Rezone request from B-2 to R-1B
and Request for a Major Subdivision
~800 W 7th Street
PPIN: 23500
Flood Zone: X
Ward 2, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'43"W 31°20'7"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: 8/14/2024 4:47 PM

HPC Item: B & C

Site Aerial

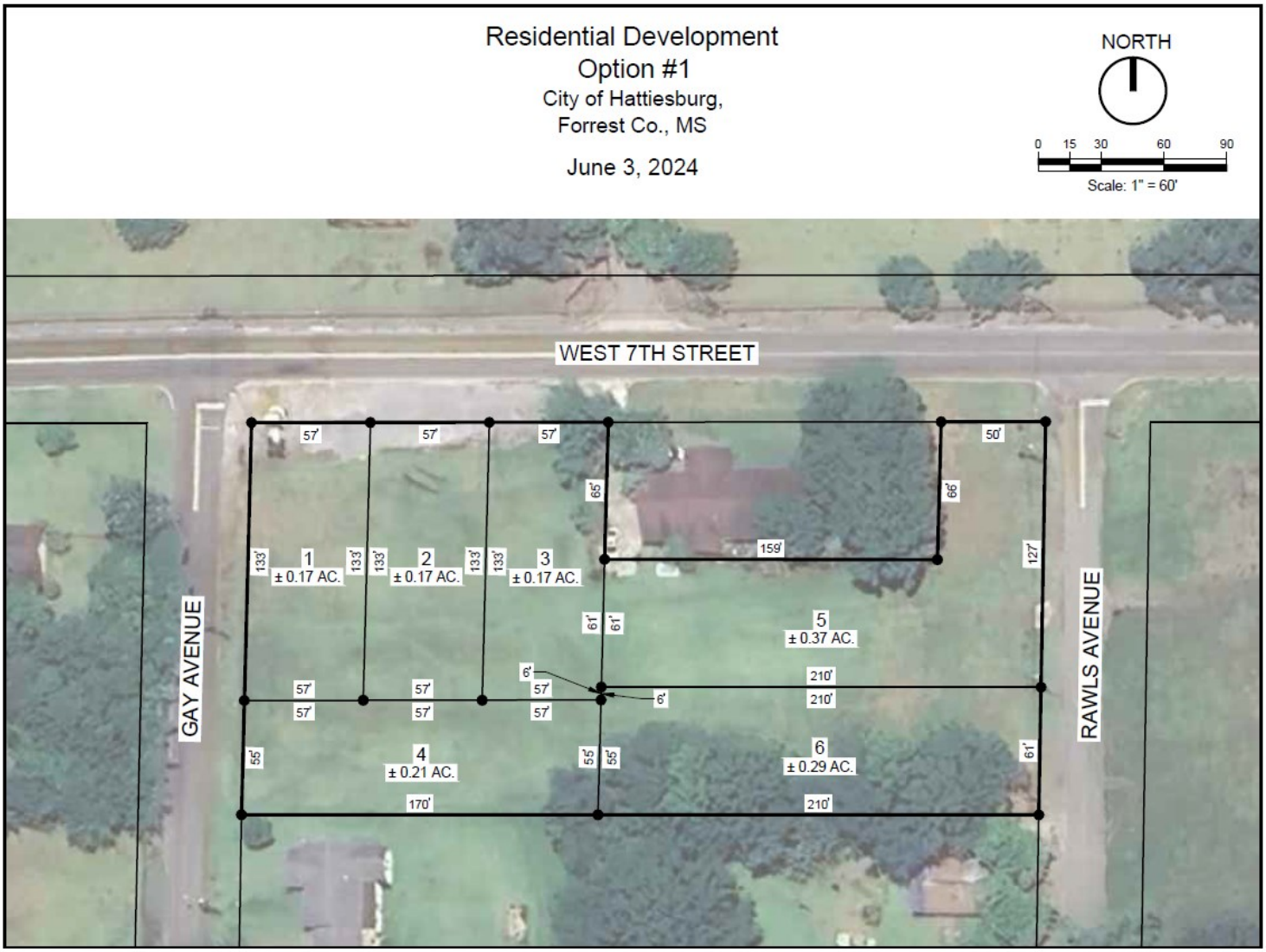
W 7th St
Gay Ave
Rawls Ave
1202
903
802
806
702
102
101
107
103
113
105
110
119
118

Surrounding Area

Surrounding Area

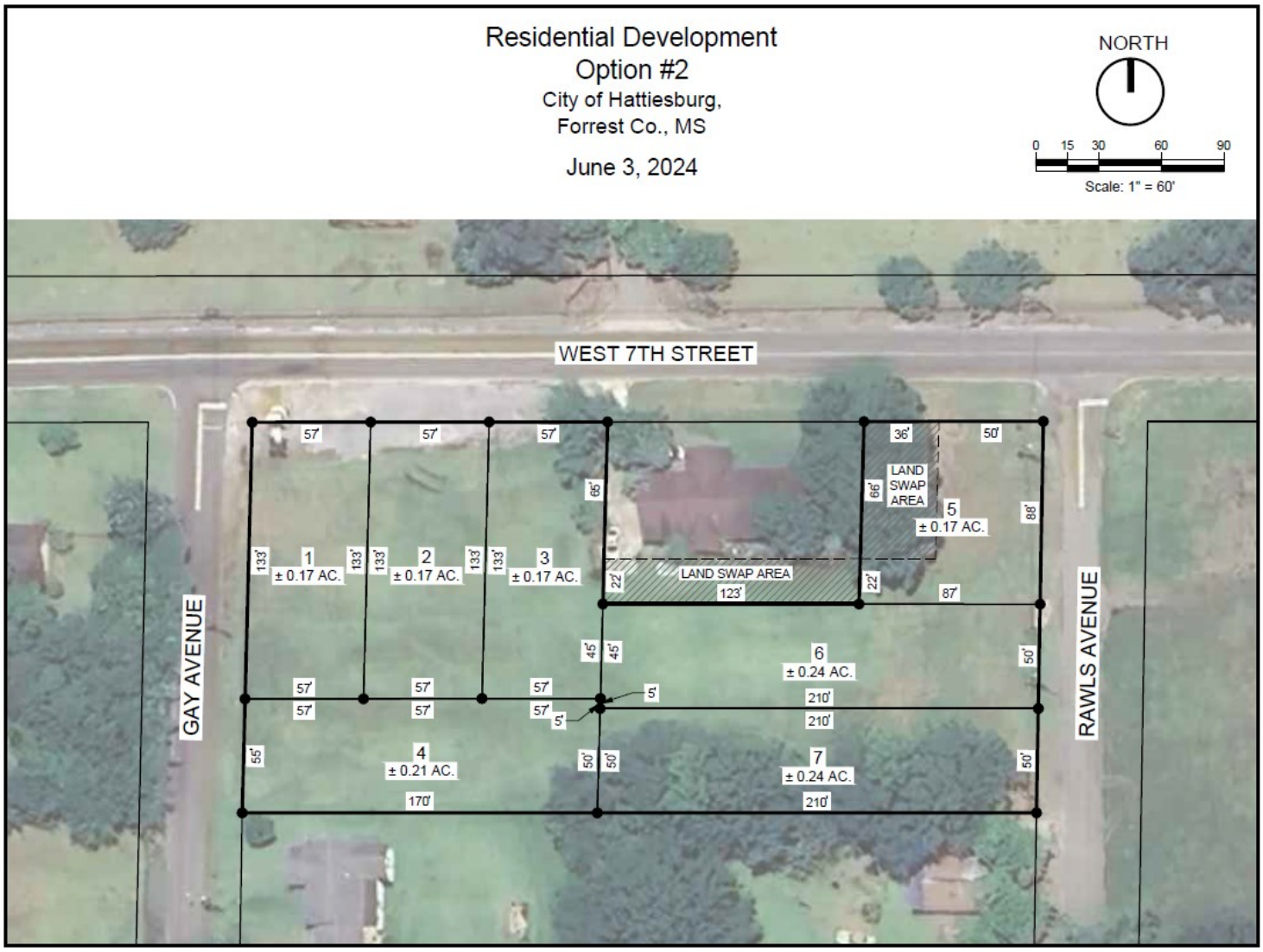
Proposed Subdivision— Option 1

Divide into 6 lots



Proposed Subdivision— Option 2

Divide into 7 lots



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: TA'DREN KENNEDY
Project Name: _____
Proposed Use(s): SINGLE FAMILY RESIDENTIAL
Project Street Address: 800 W. 7TH STREET
PPIN Number(s) (if unknown, can be found on tax receipt): 23500

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

Application for (check all appropriate types):

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

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

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

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: B-2
Proposed Zoning: R1B

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: ZONE-0773-2024
Code Sections: SUBD-724-0019
LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

Name: CHARLES BOLTON

X

Phone: (601) 402-1563 Email: charlesbolton1956@gmail.com

Mailing Address: 920 SOUTH 34TH AVENUE
HATTIESBURG, MS 39402

Name: SHEA MCNEASE, P.E.

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☒Engineer

☐Other (please specify)

Phone: (601) 544-1821 Fax: Email: shea@sd-w.com

Mailing Address: 301 2ND AVENUE
HATTIESBURG, MS 39401

Other(s):

Name: Tadren Kennedy

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify):

Phone: 601-270-4948 Fax: Email: tadren.kennedy@eagles.usm.edu

Mailing Address: 920 S. 34th Ave
Hattiesburg, MS 39402

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 800 W. 7TH STREET (**Street Address**) HATTIESBURG (**City**) MS (**State**),

on this the _____ day of _____, 20___.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.
CHARLES BOLTON AND SHEA MCNEASE, P.E.

on this the _____ day of _____, 20___.

Tadren Kennedy
Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of July, 2024.

Shannon McConnell
NOTARY PUBLIC

My Commission Expires:
August 31, 2026

SHANNON MCCONNELL Commission Expires 08-31-2026 NOTARY PUBLIC ID 335724 Forrest County STATE OF MISSISSIPPI

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: 6/17/24 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: 8/7/24 Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: _____ Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): _____ Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): _____ Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

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

___ Site & Design Review Committee, if needed.

___ 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.

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 intetest 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.

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.

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:

FOR RE-ZONING APPLICANTS:

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

☒ There was a mistake in the original zoning.

☐ The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning.

☐ Annexation.

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

THE SUBJECT PROPERTY WAS ORIGINALLY PLATTED AS A RESIDENTIAL SUBDIVISION. THE SURROUNDING AREA IS PRIMARILY SINGLE FAMILY RESIDENTIAL, WHICH IS THE DEVELOPERS INTENDED USE FOR THE SUBJECT PROPERTY. THEREFORE, THE REQUEST IS TO CHANGE THE ZONING FROM B-2 TO R-1B.

1.38

7,500 ft²

50 ft.

PREVIOUSLY RESIDENTIAL/VACANT LOT

7

	New lot size in square footage and/or acres (A)	Does lot have public road frontage (yes / no)	New lot has private road frontage (yes / no)		Staff - Lot area & frontage requirements comply?	
					Yes	No
	0.17 A	Y	N	W. 7TH ST.		
	0.17 A	Y	N	W. 7TH ST.		
	0.17 A	Y	N	W. 7TH ST		
	0.21 A	Y	N	GAY AVE.		
	0.17 A	Y	N	W. 7TH ST.		
	0.24 A	Y	N	RAWLS AVE.		
	0.24 A	Y	N	RAWLS AVE.		
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						
	1.37	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: _____

_____

_____

NAME OF RECORDED SUBDIVISION TO BE ALTERED:

RAWL'S ADDITION TO THE CITY OF HATTIESBURG

I am writing to formally submit my application for approval of a subdivision alteration as per the requirements outlined in Mississippi State Code 17-1-23, Section 4. I have diligently complied with the provisions of this statute by identifying and notifying individuals who may be adversely affected or directly interested in the proposed alteration.

Below is a summary of the steps required to meet the requirements of Mississippi State Code 17-1-23 for alteration of a plat:

1. Identification of Affected Individuals: I have thoroughly documented and named all persons who would be adversely affected by or directly interested in the proposed subdivision alteration.
2. Notification of Proposed Changes: Before initiating any action regarding the alteration, I have ensured that the parties named are made aware of the proposed changes.
3. Obtaining Written Agreement: I have obtained written agreements to the vacation or alteration from all affected individuals, as required by the statute.

I have also submitted the following with this application:

- ☐ List of persons who are adversely affected or otherwise directly interested in the alteration of the subdivision
- ☐ Written agreements from the persons identified approving the proposed alteration
- ☐ Proposed alteration to the subdivision, drawn to scale.

Enclosed with this application, you will find comprehensive documentation supporting my compliance with Mississippi State Code 17-1-23, Section 4. This includes a list of individuals adversely affected or directly interested in the proposed subdivision alteration, along with copies of their written agreements to the vacation or alteration.

I attest that I have met the requirements above for the alteration of a recorded subdivision in the State of Mississippi and the City of Hattiesburg as outlined in MS State Code 17-1-23.

Signature _____ Date 7-26-24

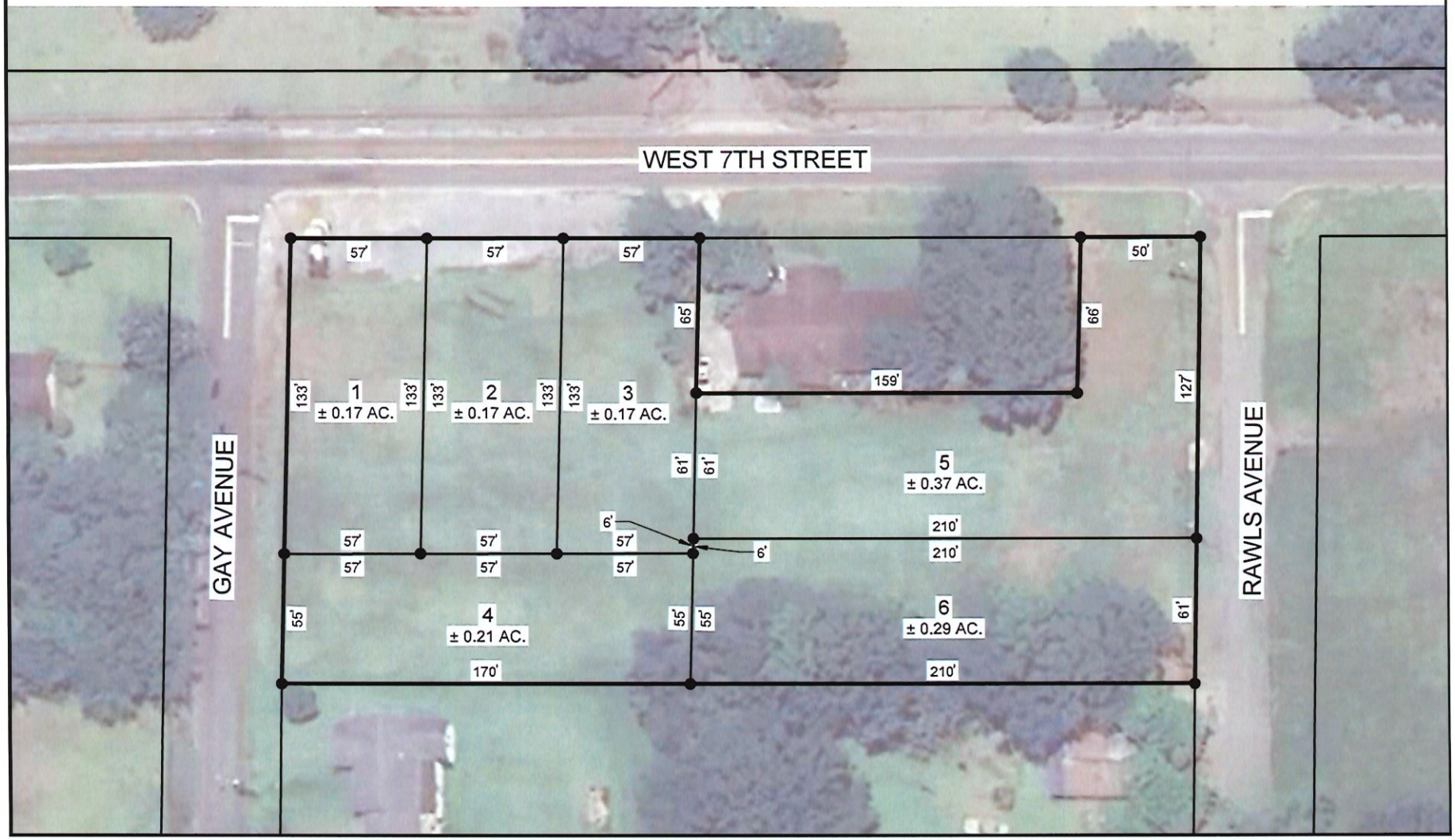
Residential Development
Option #1
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



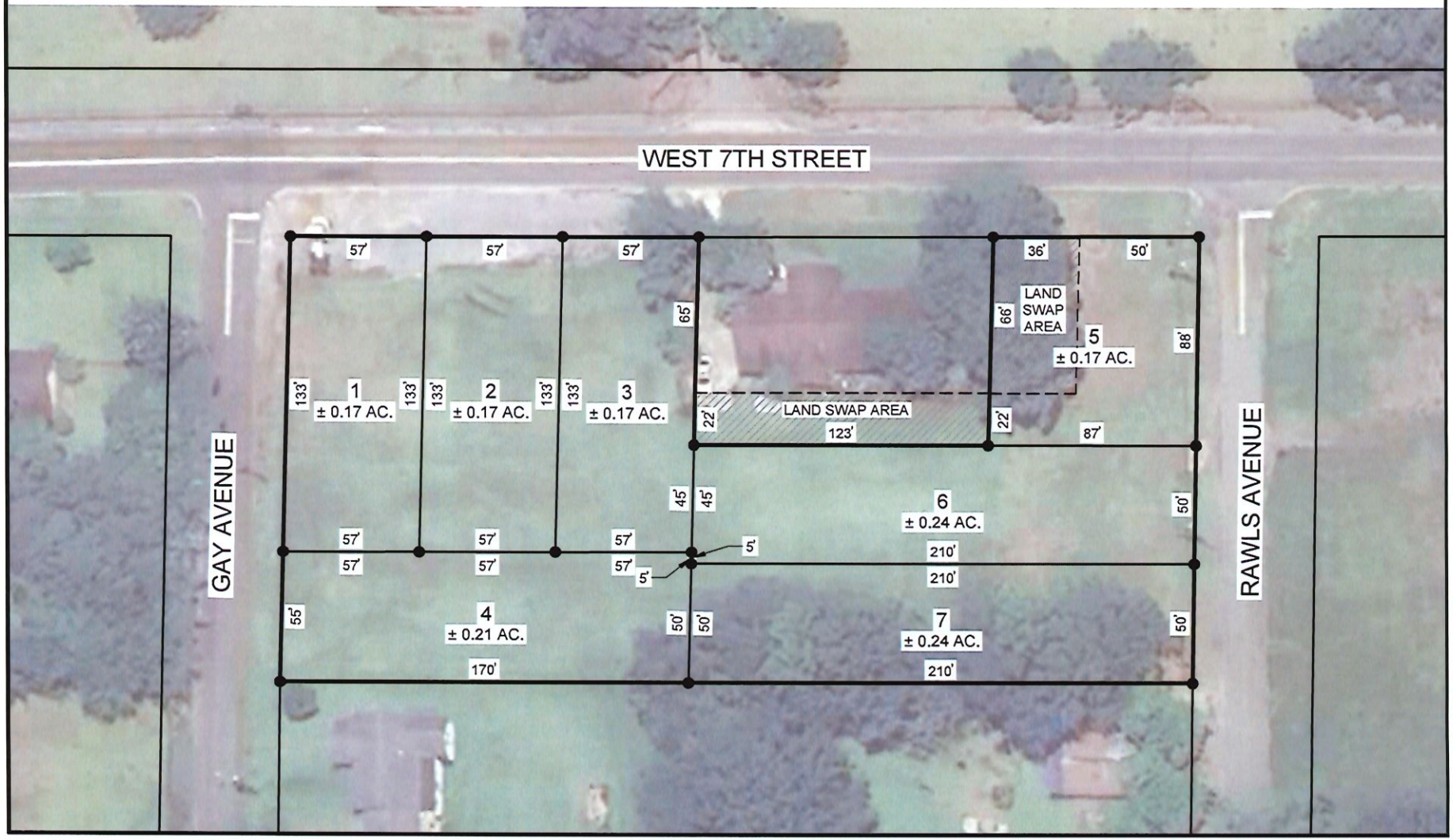
Residential Development
Option #2
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



NAME OF RECORDED SUBDIVISION TO BE ALTERED:

RAWL'S ADDITION TO THE CITY OF HATTIESBURG

I am writing to formally submit my application for approval of a subdivision alteration as per the requirements outlined in Mississippi State Code 17-1-23, Section 4. I have diligently complied with the provisions of this statute by identifying and notifying individuals who may be adversely affected or directly interested in the proposed alteration.

Below is a summary of the steps required to meet the requirements of Mississippi State Code 17-1-23 for alteration of a plat:

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2. Notification of Proposed Changes: Before initiating any action regarding the alteration, I have ensured that the parties named are made aware of the proposed changes.
3. Obtaining Written Agreement: I have obtained written agreements to the vacation or alteration from all affected individuals, as required by the statute.

I have also submitted the following with this application:

- ☑ List of persons who are adversely affected or otherwise directly interested in the alteration of the subdivision
- ☑ Written agreements from the persons identified approving the proposed alteration
- ☑ Proposed alteration to the subdivision, drawn to scale.

Enclosed with this application, you will find comprehensive documentation supporting my compliance with Mississippi State Code 17-1-23, Section 4. This includes a list of individuals adversely affected or directly interested in the proposed subdivision alteration, along with copies of their written agreements to the vacation or alteration.

I attest that I have met the requirements above for the alteration of a recorded subdivision in the State of Mississippi and the City of Hattiesburg as outlined in MS State Code 17-1-23.

Signature _____ Date 7-26-24

Identification of Persons Adversely Affected or Directly Interested in Proposed Subdivision Alteration

Name of Subdivision being altered: RAWLS ADDITION TO THE CITY OF HATTIESBURG

Address and PPIN of alteration in subdivision: 800 W. 7TH STREET (PPIN 23500)

	Name	Address	Phone Number	Approve of Proposed Alteration (Yes or No)	Signature
1	Lynnell Griffin	903 W. 7th Street	601-583-2577	Yes	Lynnell Griffin
2	MARY T. SMITH	104 CLAY AVENUE	601 310-2579	Yes	Mary T. Smith
3	Deleon Dixon	107 RAWLS St	[illegible]	YES	Deleon Dixon
4	Marilyn C Livingston	409 COURT ST.	601-549894[illegible]	Yes	Marilyn C Livingston
5	Olivia Powell	101 Clay Ave.	601-466-4929	yes	Olivia Powell
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

I certify this to be a true and correct copy of the original
GKT 7/26/24

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in part of Lots 1-6, Block 2, R.E. Rawls First Survey, City of Hattiesburg, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

DAMEINE WILSON and wife, ERICA WILSON
508 Old Progress Road
Moselle, MS 39459
(601) 520-8844

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

TADREN KENNEDY
920 S 34th Avenue
Hattiesburg, MS 39402
(601) 270-4948

the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lots 1 through 6 in Block 2 of the R. E. Rawls First Survey to the City of Hattiesburg, Forrest County, Mississippi, as the same is shown by plat thereof on file in the office of the Chancery Clerk of said County and State, and vacated alley in said Block lying between said Lots 3 and 4, and the North 12.5 feet of vacated alley running East and West through said Block 2; all together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT: A part and parcel of Lots 2, 3 and 4 of Block 2 of Rawls First Survey in the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows: Begin at the Northeast corner of said Lot 2 and run South for 65.7

feet; thence run West for 158.7 feet; thence run North 65.7 feet; thence run East for 158.7 feet to the point of beginning.

Grantor and Grantee shall pro-rate county and state ad valorem taxes for 2024.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to that Resolution by the City of Hattiesburg of Condemnation of Unsafe and Dilapidated Property recorded in Land Deed Book 893 at Page 328 in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS OUR SIGNATURES on this 26th day of July, 2024.

Dameine Wilson

DAMEINE WILSON

E. Wilson

ERICA WILSON

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of July, A.D., 2024, within my jurisdiction, the within named **Dameine Wilson** and **Erica Wilson**, who acknowledged that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
GRAHAM K. THOMAS
NOTARY PUBLIC
Lamar County
Commission Expires
May 24, 2025
COMMISSION NUMBER 291191

File No. 24-04-269

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 800 W 7th street Hattiesburg MS (23500)
Street Address City State

on this the 26th day of July, 2024

CHARLES BOLTON
Applicant (print)

Applicant (signature)

STATE OF Hattiesburg

COUNTY OF Forrest

Personally came and appeared before me, the within named Charles Bolton,

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 7/26/2024 day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:
9/13/2027

STATE OF MISSISSIPPI VALERIE PATTERSON NOTARY PUBLIC FORREST COUNTY My commission expires September 13, 2027 Commission number 379321

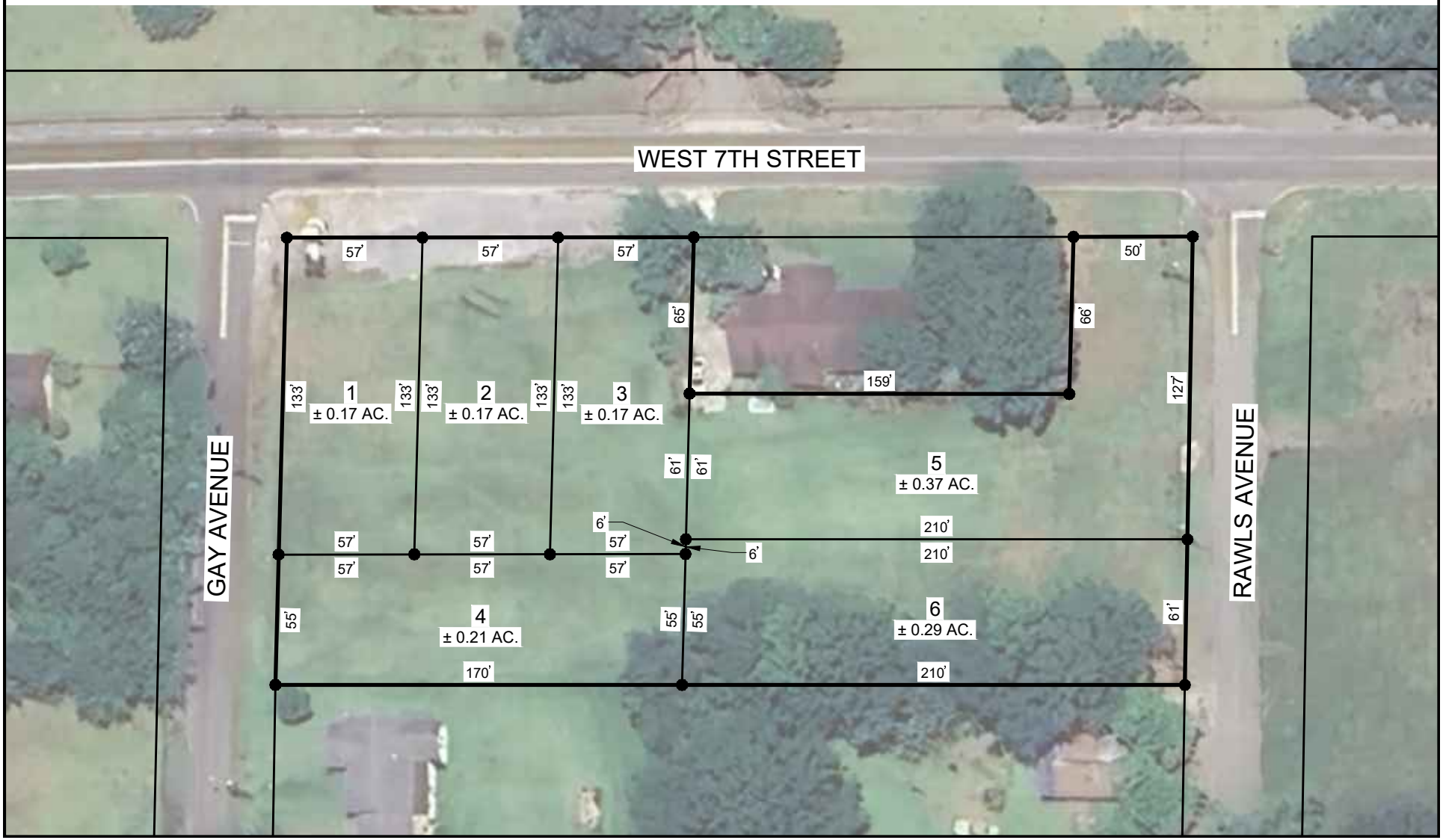
Residential Development
Option #1
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



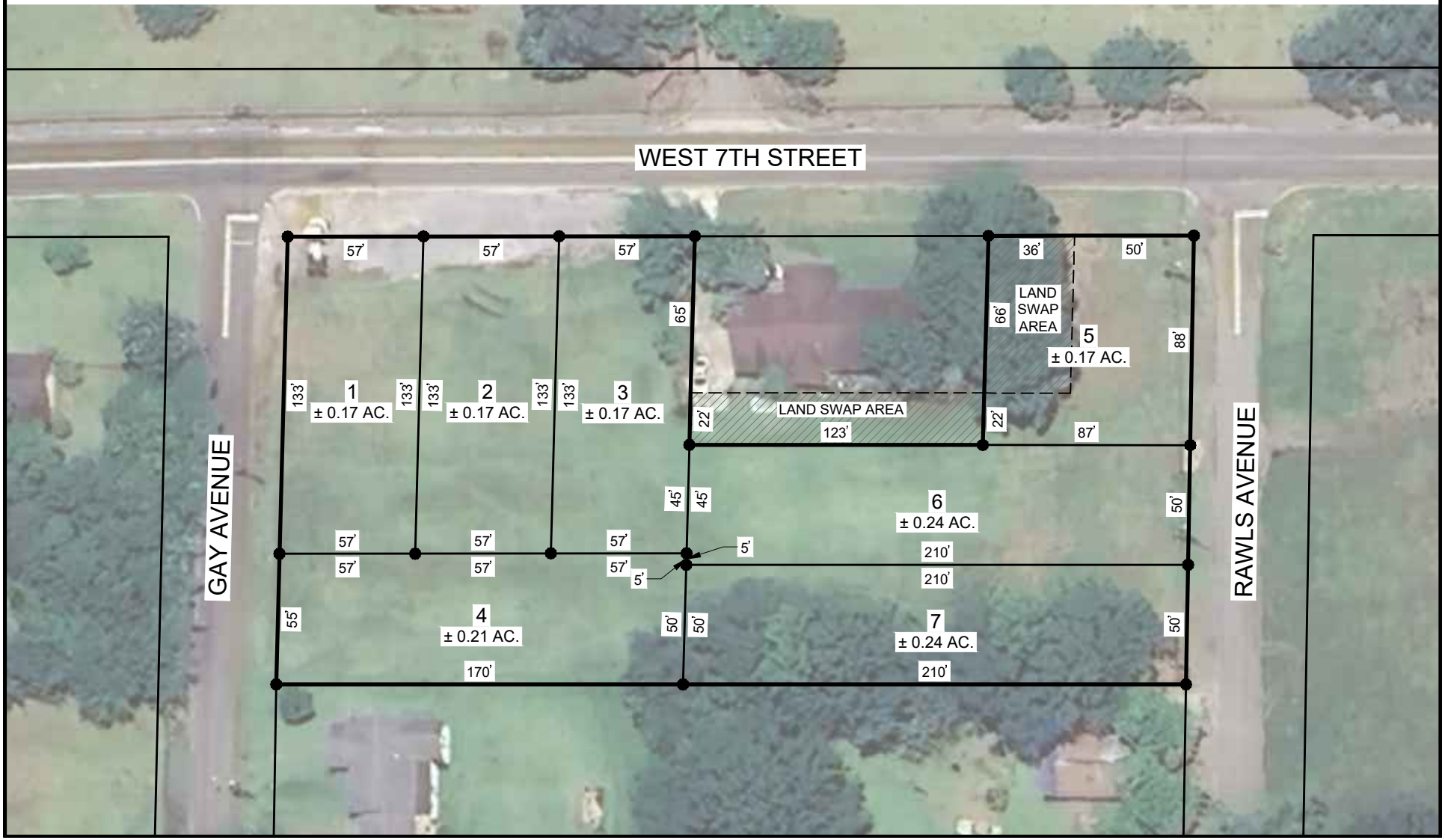
Residential Development
Option #2
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 800 W 7TH STREET (PARCEL 2-029E-04-078.00, PPIN 23500, FORREST CO., WARD 2) FROM SECTION 4.5.9 B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO SECTION 4.5.4, R-1B (SINGLE-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Lots 1 through 6 in Block 2 of the R. E. Rawls First Survey to the City of Hattiesburg, Forrest County, Mississippi, as the same is shown by plat thereof on file in the office of the Chancery Clerk of said County and State, and vacated alley in said Block lying between said Lots 3 and 4, and North 12.5 feet of vacated alley running East and West through said Block 2; all together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT: A part and parcel of Lots 2, 3 and 4 of Block 2 of Rawls First Survey in the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:

Begin at the Northeast corner of said Lot 2 and run South for 65.7 feet; thence run West for 158.7 feet; thence run North 65.7 feet; thence run East for 158.7 feet to the point of beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

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

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

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

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

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

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

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	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) 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.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

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

Motion:

Made by Commissioner Conville to accept changes and 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			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

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

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt an Ordinance to amend the comprehensive zoning district map for a located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County) from R-1C (Single-Family Residential) to A-2 (Agricultural Residential). The Planning Commission recommended approval with conditions on September 4th, 2024.**
File Number: 2024-390
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Ola M. Jordan, Applicant

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
532 Cox Street	2-042E-26-024.00	12368	5

Request: **Request for Rezoning — R-1C (Single Family Residential) to A-2 A2 (Agricultural Residential)**

Purpose of Request: Ola M. Jordan, applicant, request approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

History / Background: The applicant met with staff regarding the potential of relocating a mobile home to her lot. The mobile home was purchased following the applicant's home burned down earlier this year. Staff advised that her lot was zoned as R-1C (Single Family Residential) and that zoning does not allow for mobile homes to be placed in that zoning. Staff advised that the property would need to be rezoned to an agricultural zoning and the applicant is pursuing a zoning change to A-2 (Agricultural Residential), which allows for the placement of mobile homes. Staff also advised that a variance would be required since her lot was smaller than the required minimum lot size of 43,560 sq ft in an A-2 zone. The applicant is also pursuing a variance for the minimum lot size for A-2 zoning, requesting a variance to allow the minimum lot size to be the size of her lot at 16,200 sq ft.

Applicant Summary: See Attached

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

A-2 Agricultural Residential District: The purpose of the A-2 Agricultural District is to permit low density single-family residential development along with restrictive agricultural uses. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect large lots, open space and low density population.

R-1C Single Family Residential District: 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 5 **Use Regulations**

5.1 Table of Uses

Table 5.1 Table of Uses

Use	Agricultural		Residential					Business					Industrial		Additional Use Conditions Cross Reference
■ Permitted □ Permitted with conditions ♦ Conditional Use × Not Permitted	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
Dwelling, manufactured (mobile) home	□	□	×	×	×	×	×	×	×	×	×	×	×	×	5.4.19

5.4.19 Dwelling, Manufactured (mobile) Home. One dwelling, manufactured (mobile) home allowed per lot. Manufactured homes on individual lots shall meet the following requirements:

5.4.19.1 Compatibility. Homes shall be generally in keeping with the scale, size and texture of the residential structures in the surrounding neighborhood.

5.4.19.2 Anchoring. Anchoring and Foundation. Homes shall be installed and anchored according to State Fire Marshal requirements.

5.4.19.3 Labeling. Shall bear FMHCCS Label or Seal of

Compliance.

5.4.19.4 Exterior finish. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.

5.4.19.5 Roof construction and pitch. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles. 5.4.19.6 Placement. All homes shall meet setbacks and be placed on the lot in harmony with the existing structures.

5.4.19.7 Equipment Removal. The towing tongue, wheels and hitch-axle shall be removed upon final placement of the unit.

5.4.19.8 Skirting. Skirting or other solid screen shall be installed to enclose the foundation of the structure and crawl space and shall complimentary to the design of the structure.

5.4.19.9 Porch Required. Porch Required. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the current building codes. The minimum square footage of the floor of such porch or deck shall measure at least 36 square feet.

5.4.19.10 Age. No home not meeting current codes may be relocated or moved onto a lot.

Present Zoning: R-1C, Single-Family Residential

Present Use: Residential Lot

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning: and Land Use:
North: R-1C, Single-Family Residential
South: R-1C, Single-Family Residential
East: R-1C, Single-Family Residential
West: R-1C, Single-Family Residential

Letters or Concerns stated: Staff have not received any letters or concerns regarding this project at the time of writing of this report.

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**

Options: Recommend **approval or denial** of the request approval for rezoning from R-1C (Single-Family Residential) to A2 (Agricultural Residential) for a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

Basis for approval (Zoning Change):

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

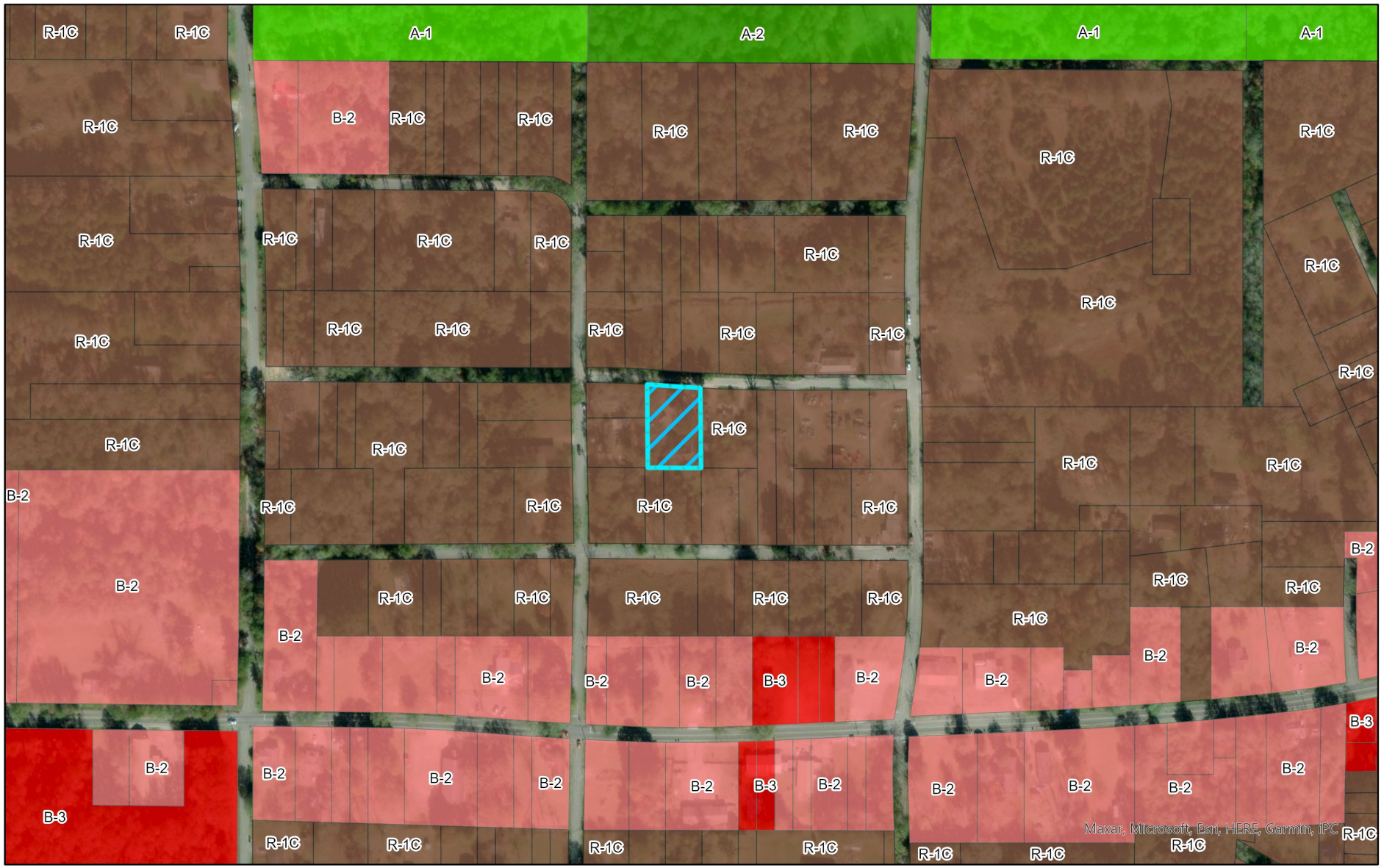
SUBJECT PARCEL

532 Cox Street — Zoning Change Request

Ola M. Jordan, Applicant

Requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5,

Forrest County).



Zoning Map

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

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

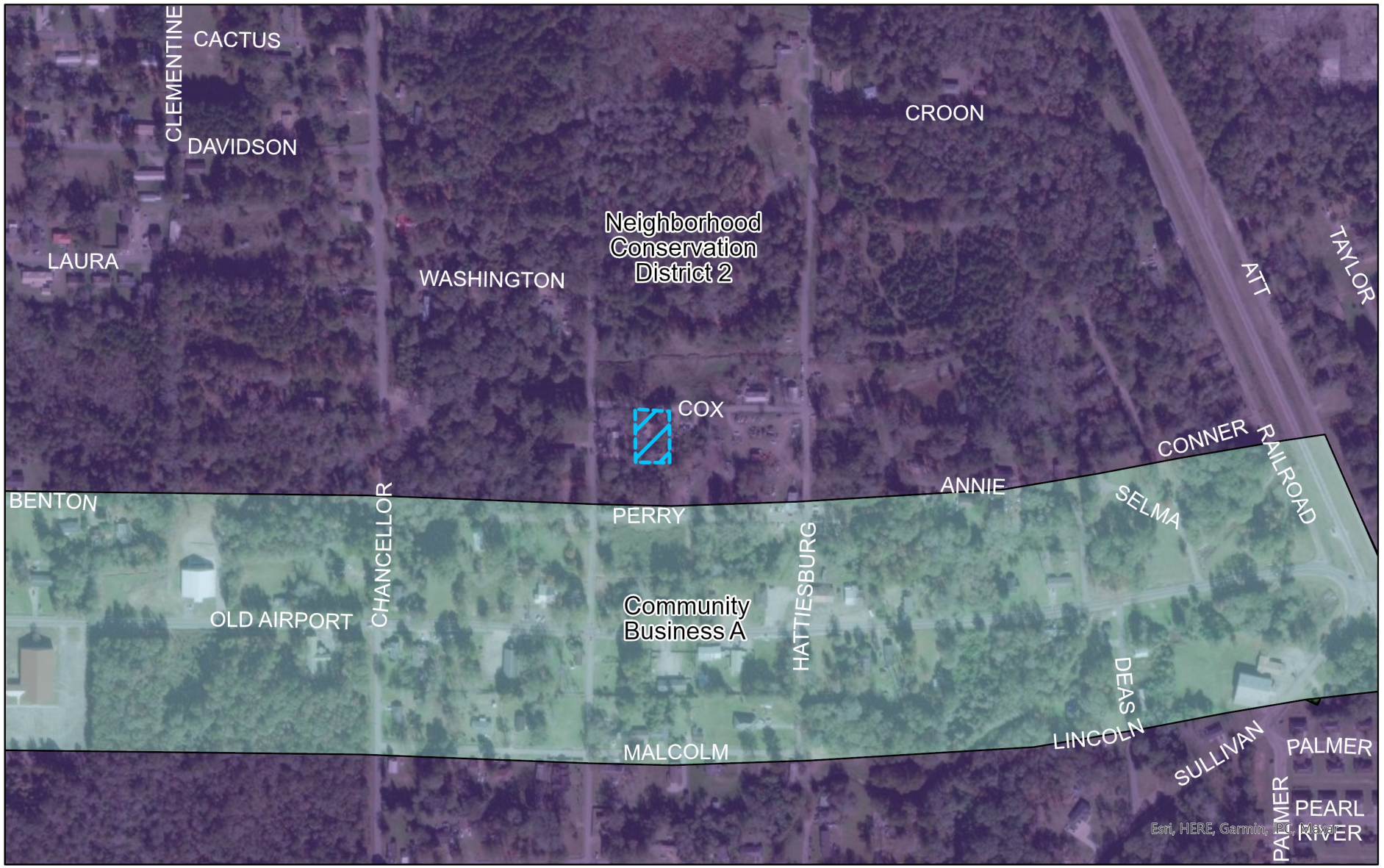
0 500 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION
Center: 89°16'22"W 31°16'44"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: 8/14/2024 4:26 PM

HPC Item: E



Future Land Use Map

- Community Business A
- Neighborhood Conservation District 2

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'21"W 31°16'44"N

HPC Item: E

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: 8/14/2024 4:37 PM

Site Aerial

347
319
331
316
Cox St
Cox St
255
225
526
220
251
532
510
549
537
513
531
Perry St
Perry St
518

Surrounding Area

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: Ola M. Jordan

Project Name: _____

Proposed Use(s): Home

Project Street Address: 532 Cox St. Hattiesburg MS. 39401

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

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

Application for (check all appropriate types):

- [x] Variance (see below)
- [ ] Conditional Use (see below)
- [ ] Subdividing of Lot, Parcel, or Tract (see p. 12)
- [x] 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
- [x] Other: Lot Size; Reduce to 16,200ft2

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: R-1C

Proposed Zoning: A-2

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

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

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

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Ola Mae Jordan

☑Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 769 3079412 Fax: _____ Email: 532 cox st a gmail.com

Mailing Address: 532 Cox Street
Hattiesburg Mississippi 39401

Secondary:

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

532 Cox Street (**Street Address**) Hattiesburg (**City**) Miss. (**State**),

on this the 15th day of July, 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.

---

on this the _____ day of _____, 20____.

Ola Jordan
Property Owner (print)

Ola Jordan
Property Owner (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

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 15TH day of JULY, 2024.

NOTARY PUBLIC

My Commission Expires:
JULY 23RD 2024

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at 532 Cox St Hattiesburg Miss,
Street Address **City** **State**

on this the 15th day of July, 2024

Ola Jordan
Applicant (print)

Ola Jordan
Applicant (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

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 15Th. day of JULY, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

My Commission Expires:
July 23rd, 2024

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 22nd 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: September 4th 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.

$400 Zoning
$175 Variance

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.

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)

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

___ Other documents needed (per Planning Division):
___ Maps of digital billboard removal sites ___ Maps of digital billboard replacement sites
___ Documentation on measurements ___ Other:_____

X Payment to the City of Hattiesburg for filing application in the amount of $575.

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.

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.

My house burnt down in March. I own this property and have been living here over thirty years.

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

I would like to put a trailer on the property. This is what I could afford after my house burnt. There are other trailers around my ~~lot~~ land

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.

use of the property to get a trailer on my land. I own a half an acre of land.

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.

I do not believe my living arrangment will interfer with the area. I'm asking to resize area to smaller amount of space.

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:

My House burn and I dident have the money to rebeild So I get a mobile home to replace my House. I need Some where to live

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

P.O. Box 15843 - Hby

THE STATE OF MISSISSIPPI

County of Forrest

IN CONSIDERATION OF the sum of ten dollars (10.00), cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, I Dorothy Hines (single), do hereby,

sell, Convey and warrant to Ola Jordan (single)

the land described as Lots Twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of the Washington Heights, being a subdivision of the South Half of the Northeast Quarter of the Southwest Quarter (S½ of NE¼ of SW¼) of Section 26, Township 4 North, Range 13 West, as per plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

9000

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

90 OCT 11 PM 12:50

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

Jeanie C. Havard
CHANCERY CLERK

3.00

GL R

B&P SL

ADDRESS OF GRANTOR:	ADDRESS OF GRANTEE:
532 Cox Street	532 Cox Street
Hattiesburg, MS 39401	Hattiesburg, MS 39401
Home Phone (601) 583-3798	Home Phone (601) 583-3798
NO Work Phone	Work Phone (601) 268-8816

THE STATE OF MISSISSIPPI, COUNTY OF _____

Personally appeared before me, _____ of the County of _____ in said State, the within named _____ and _____ wife of said _____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at _____, Mississippi, this the _____ day of _____ A. D., 19____.

_____

_____

THE STATE OF MISSISSIPPI, COUNTY OF Forrest

Personally appeared Darrell Wallace one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named Dorothy Hines (single) ~~wife of said~~ whose name he subscribed thereto, sign and deliver the same to the said Ola Jordan ; that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Hines (Single)

Darrell Wallace
Affiant.

SWORN TO and subscribed before me at the City of Hattiesburg, Mississippi, this the 11th day of October A. D., 19 90

Pamela Faye Morris Reed
Notary Public of Forrest County, Miss.

My Commission Expires 11-16-92

PAMELA FAYE MORRIS REED NOTARY PUBLIC FORREST CO. MISS.

WARRANTY DEED

_____

_____

Filed for record _____ o'clock _____ M., on the _____ day of _____, 19____

_____, Clerk

THE STATE OF MISSISSIPPI,

_____ County.

I, _____ Clerk of the Chancery Court of said county, hereby certify that the within instrument of writing was filed in my office for record at _____ M., on the _____ day of _____ A. D., 19____ and that the same was this day recorded in Deed Record _____ on pages _____.

Witness my hand and official seal, this _____ day of _____ A. D., 19____

_____, Clerk.

_____, D. C.

FEES

Filing _____ $ .05

Indexing _____ .05

Recording _____ words _____

Certificate _____

Total _____ $ .10

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Form 512

URBAN DEVELOPMENT
PLANNING DIVISION

313 E 3rd Street -
Economy Supply Lay

PRE-APPLICATION MEETING SUMMARY

Thursday, July 11th, 2024

STAFF PRESENT:
Cory Long, Nathan Satcher, Jerald Little, Shawn Whitaker, Blake Michaels, Meridian McDaniel.

APPLICANT Present:
Name: Ola Jordan
Business: 532 Cox Street

PROJECT ADDRESS/LOCATION:
Address: 532 Cox Street
Zoning: R-1C

CASE TYPE:
Zoning Change for Mobile Home

SPECIAL DISTRICT:
☐Flood Zone ☐Historic District
☐Form-Based District

PROJECT SUMMARY:

- Applicant Summary
  - Had a house fire in March and trying to get housing taken care of—Zoning is what is causing a problem. Mobile homes only allowed in agricultural zones. Already have purchased it and trying to find somewhere to be able to put it—either at this property or another property.
- Planning
  - HUD standards for mobile homes. Housing is built under international building codes.
  - Property is 0.39 acres
  - Variance for lot size (from requirement of 1 Acre) and zoning request to A2
  - Planning has been talking about an overlay to allow for mobile homes in Palmers Crossing area but no action has been taken as of today.
- Building
- Engineering
- Fire

NEXT STEPS:

- Additional information
  - Zoning Change and Variance Applications deadline is July 22nd by 5pm to be put on the agenda for the September 4th Planning Commission/Board of Adjustment. Bring applications to Planning Division Office (2nd floor of City Hall- 200 Forrest St.)
    - Zoning Change- Planning Commission @ 1:00
    - Variance Request- Board of Adjustment @3:30
  - Zoning Change/Variance Application fee waiver, if applied for, goes to the Director of Urban Development, Wiley Quinn.
  - Planning Commission and Board of Adjustments and recommendations will go to City Council, who will vote on the items on:

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

- September 16 at 4:00pm (Public Hearing portion)
- September 17 at 5:00pm (Official Vote)

- Permits
  - If Zoning Change and Variance Requests are approved, building permits would be required and would be the next step.

APPLICATIONS REQUIRED:

☐	Site Plan Review Checklist and Application	☐	Conditional Use Application
☒	Public Hearing Application	☐	Street/Alley Closing
☒	Variance Application	☐	Major Subdivision
☒	Rezone Application	☐	Minor Subdivision
☐	Certificate of Appropriateness (Historic)	☐	Building Permit Application

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

Do you approve or Disapprove
of me putting a Mobile Home
On the property of 532 Cox St.
For Ola Jordan

Yes I Approve my name is
Johnny Lee Jones

526 Cox St Hattiesburg Miss
39401

Do you approve or Disapprove of me putting a mobile Home on the property of 532 Cox St. for Ola Jordan

Willim E Moore yes I Approve
251 northwashton ST.

Do you approved or Disapprove
of me putting a Mobile Home
on the property of 532 Cox
St. for Ola Jordan
Russell Coleman Yes I agree
225 N WASHINGTON AVE

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 532 COX STREET (PARCEL 2-042E-26-024.00, PPIN 12368, FORREST CO., WARD 5) FROM SECTION 4.5.5 R-1C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.2, A-2 (AGRICULTURAL RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

> Lots twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of the Washington Heights, being a subdivision of the South Half of the Northeast Quarter of the Southwest Quarter (S1 ½ of NE ¼ of SW ¼) of Section 26, Township 4 North, Range 13 West, as per plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as

adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

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

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

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

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

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

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

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	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) 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.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

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

Motion:

Made by Commissioner Conville to accept changes and 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			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

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

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County) from B-2 (Neighborhood Business) to B-1 (Professional Business). The Planning Commission recommended approval on September 4th, 2024.**
File Number: 2024-389
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

September HPC Item: D
Darian Bourez, Owner/Applicant, Kyle Mackender, Applicant
Request for: **Zoning Change From B-2 to B-1**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Kyle Mackender, applicant

Address of Property:	**County:**	**PPIN:**	**Ward:**
1501 W. 7th Street	Forrest	26056	2

Request: **Request for Rezoning — B-2 (Neighborhood Business) to B-1 (Professional Business)**

Purpose of Request: Darian Bourez, Owner/Applicant, and Kyle Mackender, Applicant, request approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

History / Background: The applicant met with the Pre-Application/Site Plan Review Committee in July of 2024 and discussed the issues with the zoning of the property and the want to use the renovated home as a single-family house. The property is currently zoned as B-2 Neighborhood Business, which permits the use of the property as a “Dwelling, single-family detached” as a conditional use approval. For the property to be used as a single-family dwelling under the current zoning, a conditional use approval, which requires City Council approval, would need to be established.

The property was zoned R-1A Single-Family Residential until March 4, 2008. City Council approved a zoning change on that date from R-1A to B-2. The petitioners at the time requested to use the property as an administrative office.

The applicant has requested to change the zoning to B-1 Professional Business, which would allow the use of a "dwelling, single-family detached" as a use-by-right in the B-1 zoning district, while maintaining other commercial uses “By-right”. The Professional Business Zoning allows for a mix of residential and low-impact commercial uses and is intended to foster a community where people can live and work nearby, promoting walkability and reducing the need for long commutes. It also serves as a transition zone between

September HPC Item: D
Darian Bourez, Owner/Applicant, Kyle Mackender, Applicant
Request for: **Zoning Change From B-2 to B-1**

purely residential areas and more intensive commercial uses.

Applicant Summary: * See Attached *

SECTION 4 **Zoning Districts Established**

B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

B-1 Professional Business District: The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

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			
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20

Present Zoning: B-2 Neighborhood Business

Present Use: Residential Dwelling

Future Land Use: Neighborhood Conservation District 2

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

Letters or Concerns stated: The Planning Division has not received any letters or concerns as or finalizing this report.

September HPC Item: D
Darian Bourez, Owner/Applicant, Kyle Mackender, Applicant
Request for: **Zoning Change From B-2 to B-1**

Option: Recommend **approval** or **denial** of the request for a Zoning Change

Basis for approval (Zoning Change):

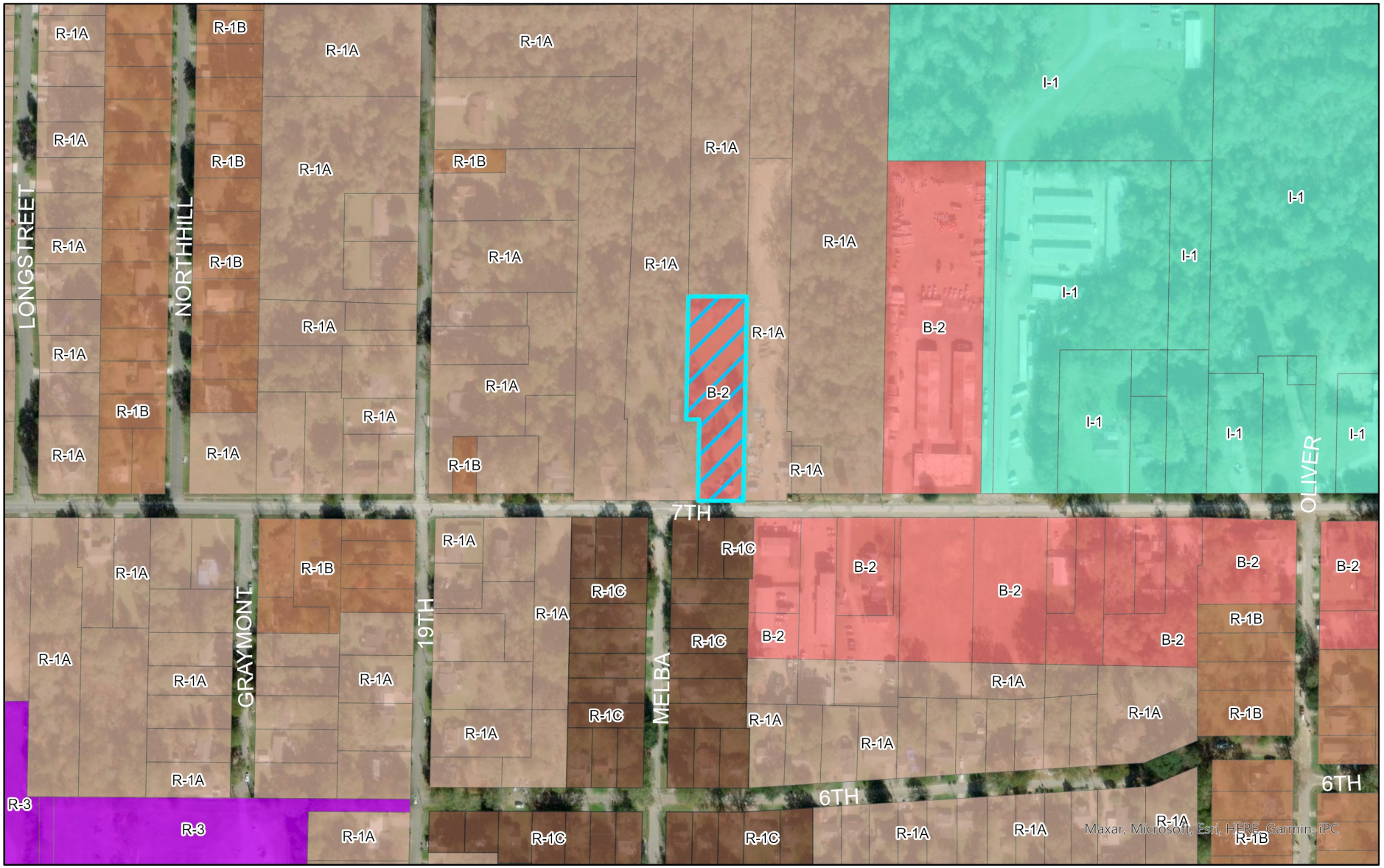
I. There was a mistake in the original zoning
II. The character of the neighborhood has changed substantially so that rezoning is clearly justified **and** there is a public need for the rezoning
III. Annexation

SUBJECT PARCEL

1501 W 7th Street— Zoning Chgange Request

Darian Bourez, Owner/Applicant, Kyle Mackender, Applicant

Requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).



Zoning Map

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

Rezone request from B-2 to B-1
1501 W 7th Street
PPIN: 26056
Flood Zone: X
Ward 2, Forrest County

0 500 Feet

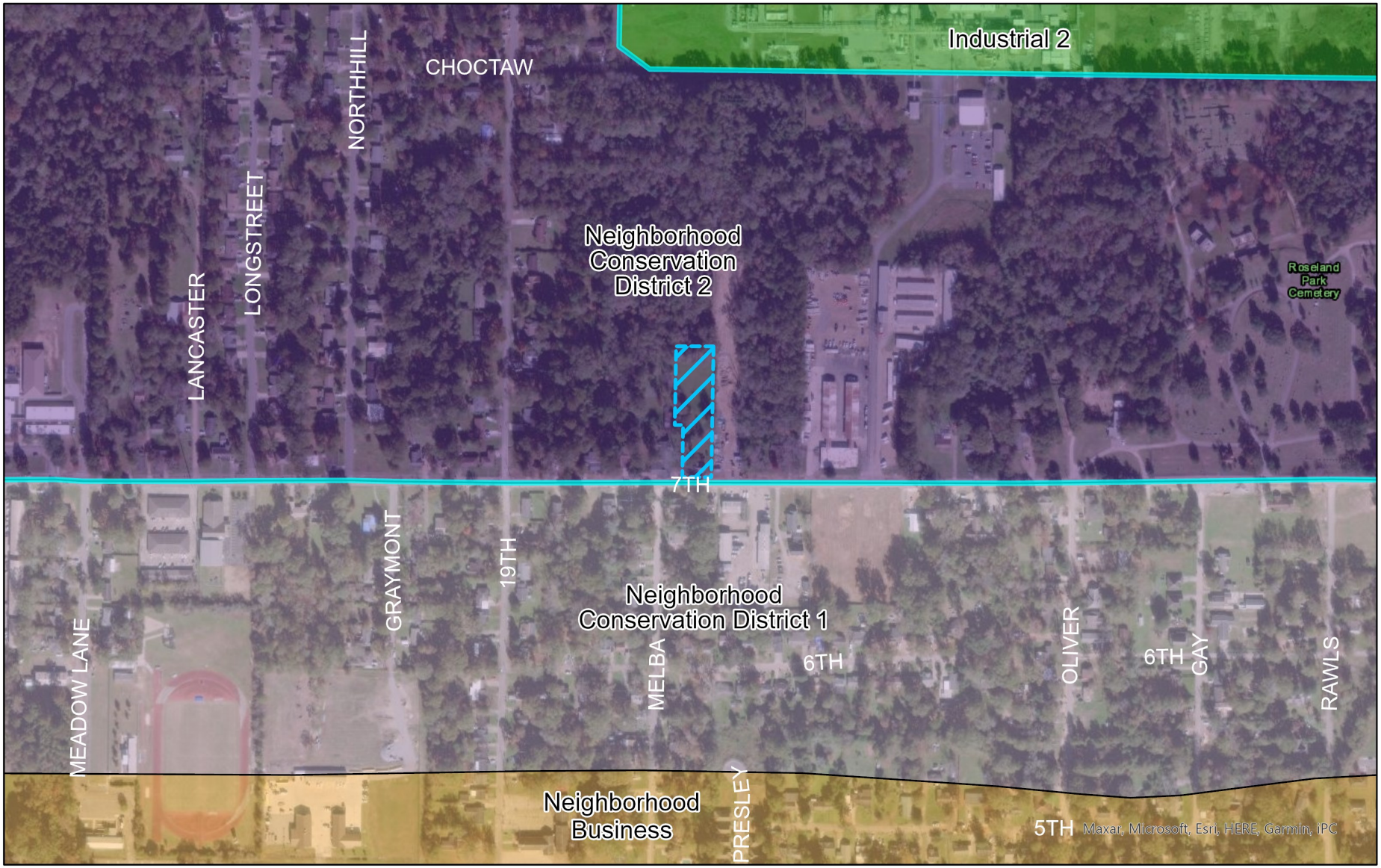
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'4"W 31°20'10"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: 8/15/2024 8:47 AM

HPC Item: D



Future Land Use Map

- Industrial 2
- Neighborhood Business
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2

Rezone request from B-2 to B-1
1501 W 7th Street
PPIN: 26056
Flood Zone: X
Ward 2, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'3"W 31°20'10"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: 8/15/2024 8:49 AM

HPC Item: D

Site Aerial

1427
1481
1423
1425
1507
1505
1503
1501
W 7th St
1502
1504
1500
1432
1430
1428
1426
1424
1422
612
611
Melba Ave

Surrounding Area

Surrounding Area

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: Darian Bourez
Project Name: 1501 7th st
Proposed Use(s): Residental Single Family Detached
Project Street Address: 1501 w 7th st
PPIN Number(s) (if unknown, can be found on tax receipt): 26056

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

Application for (check all appropriate types):

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

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

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

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: B-2
Proposed Zoning: B-1

STAFF USE ONLY – Do Not Complete:

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

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Darian Bourez

☑Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 559.730.6625 Fax: _____ Email: INFO@MustardSeedAcre.com

Mailing Address: 1501 W 7th st

_____

Secondary:

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at 1501 W 7th St (**Street Address**) HATTIESBURG (**City**) 39401 MS (**State**),

on this the 16 day of August, 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.

on this the _____ day of _____, 20____.

Darian Bourez
Property Owner (print)

Property Owner (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Darian Bourez,

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 16th day of August, 2024.

Hazel Young
NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL YOUNG NOTARY PUBLIC LAMAR COUNTY My commission expires September 07, 2027 Commission number 80272

My Commission Expires:
9/7/27

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

_____,
Street Address **City** **State**

on this the _____ day of _____, 20___.

_____
Applicant (print)

_____
Applicant (signature)

STATE OF _____

COUNTY OF _____

Personally came and appeared before me, the within named

_____,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 20____.

_____
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.

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:

CHANGING to B-1 to establish A By-Right FOR A Single Family Dwelling. THere is A Housing shortage. THE Structure that is there is A single Family Dwelling. The Neighborhood consist of single Family Dwellings.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

Prepared by:
Fillingane Law Firm, PLLC
c/o Joey Fillingane
6641 US Highway 98 W, Ste. 100
Hattiesburg, MS 39402
(601) 264-3323
MS Bar # 99154

Return to:
Deep South Title, LLC
6641 US Highway 98 W , Ste. 100
Hattiesburg, MS 39402
(601) 264-3323

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable considerations, not herein mentioned, the receipt and sufficiency of all of which is hereby acknowledged, the Grantor(s)

SNK Investments, LLC
19 Suncrest Circle
Hattiesburg, MS 39402
(601) 596-8749

do(es) hereby grant, bargain, sell, convey and warrant unto, the Grantee(s):

Darian Scott Bourez and Summer Rose Bourez
201 S 2nd Street
Collins, MS 39428
(559) 730-6625

as joint tenants with full rights of survivorship and not as tenants in common the following described lands, together with any and all improvements thereon and appurtenances thereunto belonging, said lands in Forrest County, Mississippi, being more particularly described as follows, to-wit:

See Attached Exhibit A

INDEXING INSTRUCTIONS: NE 1/4 of SE 1/4, Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi

The above warranty and this conveyance are subject to prior reservations of oil, gas and other minerals by former owners.

The above warranty and this conveyance are subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Subject to any covenants, restrictions, or easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to all exceptions, reservations, and conveyances to any existing easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above described real property.

Subject to any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to minerals of every kind and character, including, but not limited to, oil and gas, and/or of related to any geothermal energy resources, in, on or under the real property hereby conveyed or which affect the real property hereby conveyed;

Subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act and subject to any such condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

Taxes for the current year shall be pro-rated as of the date of this instrument and assumed by the Grantees herein. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous years' taxes.

WITNESS OUR SIGNATURES on this the 15th day of August, 2024.

SNK Investments, LLC

Kyle Mackender, Member, Grantor

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally, appeared before me, the undersigned authority in and for the said county and state, on this 15th day of August, 2024, within my jurisdiction, the within named, **Kyle Mackender**, who acknowledged to me that he is a **Member of SNK Investments, LLC.**, a Mississippi limited liability company, and that for and on behalf of said company and as the act and deed of said limited liability company, who acknowledged that they executed the above and foregoing instrument.

(Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 290931 CORI COVINGTON Commission Expires May 6, 2025 LAMAR COUNTY

Notary Public

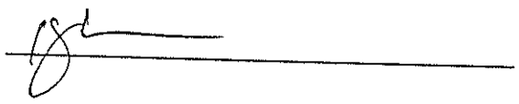
My commission expires:

24-10258

Exhibit A

A part of the NE 1/4 of the SE 1/4 of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows: Commence at the SW corner of the NE 1/4 of the SE 1/4 of said Section 5; thence run North for 10.00 feet; thence run East for 109.75 feet to the Point of Beginning; thence run North for 170.00 feet; thence run East for 6.75 feet; thence run North for 869.00 feet; thence run East for 116.00 feet; thence run South for 869.00 feet; thence run East for 27.25 feet; thence run South for 170.00 feet; thence run West for 150.00 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

Signed for Identification Purposes



1501 W 7th st.
Commence at the SW corner of the NE1/4 of the SE1/4 of section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, and run East along the fractional section line for 259.75 feet; thence run North 10 feet to and for the Point of Beginning of the property herein conveyed; from this point run East for 94.75 feet; thence run North for 427 feet, more or less, to the SE corner of the property heretofore conveyed by C. P. Rawls and wife, Ada Powell Rawls to Loyd Britton and wife, Helen S. Britton by Warranty Deed appearing of record in Land Deed Book 285 at Page 207; thence run West for 122.5 feet to the SW corner of the property so conveyed to the said Loyd Britton and Helen S. Britton; thence run South for 257 feet; thence run East for 27.5 feet; and thence run South for 170 feet, more or less, to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

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: SNK Investments LLC / Kyle Mackender
Project Name: 1501 W 7th St. Hattiesburg Ms.
Proposed Use(s): Residential single family
Project Street Address: 1501 W 7th St.
PPIN Number(s) (if unknown, can be found on tax receipt): 26056

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

Application for (check all appropriate types):

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

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

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

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: B2
Proposed Zoning: B1

STAFF USE ONLY – Do Not Complete:

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

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Kyle Mackender / SNK Investments LLC

☐Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: (601)596-8749 Fax: _____ Email: k.mackender@gmail.com

Mailing Address: 19 Suncrest Circle Hattiesburg MS. 39402

Secondary:

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

1501 W 7th St. Hattiesburg MS.

Street Address **City** **State**

on this the 22nd day of July, 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.

Darian Bourez

on this the 22nd day of July, 2024.

Kyle Mackender

Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Kyle Mackender,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of July, 2024

NOTARY PUBLIC

My Commission Expires: 9/13/24

STATE OF MISSISSIPPI VALERIE PATTERSON NOTARY PUBLIC FORREST COUNTY My commission expires September 13, 2027 Commission number 3790821

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 1501 W 7th St. Hattiesburg Ms.,
Street Address **City** **State**
on this the 22nd day of July, 2024.

Kyle Mackender
Applicant (print)

Ky L
Applicant (signature)

STATE OF Mississippi
COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of July, 2024.

Patterson
NOTARY PUBLIC

My Commission Expires:
9/13/2027

STATE OF MISSISSIPPI VALERIE PATTERSON NOTARY PUBLIC FORREST COUNTY My commission expires September 13, 2027 Commission number 370621

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. Refer to notes from July 18

✓ 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)

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

NA Other documents needed (per Planning Division):
NA Maps of digital billboard removal sites
NA Maps of digital billboard replacement sites
NA Documentation on measurements
___ Other:_____

✓ Payment to the City of Hattiesburg for filing application in the amount of $ 400.

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.

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:

It has always been a house. I'm not sure how it got zoned to B2. I'd like it to stay a residential house. There is a need for quality housing so I believe it is best use.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff – Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐ Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in the NE¼ of SE¼, Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

THERON EDGAR LOTT and wife, ELAINE FISHER LOTT
Address: 114 Colonial Place
Hattiesburg, MS 39402
Phone: 601 268 9647

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

SNK INVESTMENTS LLC,
a Mississippi limited liability company
Address: 2403 N 7th Ave
Laurel MS. 39440
Phone: (601) 596-8749

the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

1501 W 7th St.:
Commence at the SW corner of the NE¼ of the SE¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, and run East along the fractional section line for 259.75 feet; thence run North 10 feet to and for the Point of Beginning of the property herein conveyed; from this point run East for 94.75 feet; thence run North for 427 feet, more or less, to the SE corner of the property heretofore conveyed by C.P. Rawls and wife, Ada Powell Rawls to Loyd Britton and wife, Helen S. Britton by Warranty Deed appearing of record in Land Deed Book 285 at Page 207; thence run West for 122.5 feet to the SW corner of the property so conveyed to the said Loyd Britton and Helen S. Britton; thence run South for 257 feet; thence run East for 27.5 feet; and thence run South for 170 feet, more or less, to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

Grantee shall be responsible for the payment of county and state ad valorem taxes for 2023.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

Grantors herein warrants that the above described real property does not constitute a part of their homestead, nor is it adjacent thereto.

WITNESS OUR SIGNATURES on this 1st day of November, A.D., 2023.

Theron Edgar Lott
THERON EDGAR LOTT

Elaine Fisher Lott
ELAINE FISHER LOTT

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of November, A.D., 2023, within my jurisdiction, the within named **Theron Edgar Lott and Elaine Fisher Lott,** who acknowledged that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 31341 STEPHEN K. THOMAS Commission Expires Nov. 30, 2026 LAMAR COUNTY

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1501 W 7TH STREET (PARCEL 2-028H-05-014.00, PPIN 26056, FORREST CO., WARD 2) FROM SECTION 4.5.9 B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO SECTION 4.5.8, B-1 (PROFESSIONAL BUSINESS) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Commence at the SW corner of the NE1/4 of the SE1/4 of section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, and run East along the fractional section line for 259.75 feet; thence run North 10 feet to and for the Point of Beginning of the property herein conveyed; from this point run East for 94.75 feet; thence run North for 427 feet, more or less, to the SE corner of the property heretofore conveyed by C. P. Rawls and wife, Ada Powell Rawls to Loyd Britton and wife, Helen S. Britton by Warranty Deed appearing of record in Land Deed Book 285 at Page 207; thence run West for 122.5 feet to the SW corner of the property so conveyed to the said Loyd Britton and Helen S. Britton; thence run South for 257 feet; thence run East for 27.5 feet; and thence run South

for 170 feet, more or less, to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

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

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

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

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

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

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

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	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) 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.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

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

Motion:

Made by Commissioner Conville to accept changes and 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			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

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

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt an Ordinance to amend a Planned Mixed-Use Development known as the "Village at the Beverly," located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County). The Planning Commission recommended approval with conditions on September 4th, 2024.**
File Number: 2024-391
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

September 2024 HPC Item: F
Ming Ming Lin, Representative, Martin Trovea, Architect, Tom Champion, Representative, Beverly Land LLC, Owner
Request for: **Approval for Amendment to Planned Mixed-Used Development**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Ming Ming Lin, Representative, Martin Trovea, Architect, Tom Champion, Representative, and Beverly Land LLC, Owner

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

Request: **Approval for Amendment to a Planned Mixed-Used Development**

Purpose of Request: Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, request approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Applicant Summary: * See Attached *

History / Background: The Village at the Beverly was originally approved as a Planned Unit Development (PUD) under the previous Land Development Code, Ord. 2330, and additions and amendments since the adoption of the current code have approved expansions and amendments as Planned Mixed Use-Planned Developments. The original PUD was approved in August of 2013 by City Council. The current request is for an amendment to the previously approved PMU-PD on November 7, 2023.

The access drive included in the previous plan that connected to Edwards St has been removed from the plan, and the site has been reoriented to use the existing entrances to accommodate the site. The portion of Edwards St for Phase III is in MDOT's Right-of-way, where they denied the driveway access permit for Phase III into the development. The realignment keeps the proposed building types and designs but incorporates the existing drives.

Phase 1 of the development included 52 rental units, which was completed in 2016. Phase 2 was comprised of 40 rental units and completed in 2022. Phase three includes 30 rental units and a 2,000ft^2

commercial building. The final phase of the development also includes the addition of several amenities for residents, including a half-basketball court, a walking/jogging trail around a water feature, a fitness center, and a community business center. The proposed architectural style of the development will match the design and style of the existing buildings constructed in phases I and II.

The commercial component is a required part of a Planned Mixed-Use Development and must be included in the third phase of the development. The commercial space proposed includes 4 commercial spaces that are 500 ft^2 each, where the applicant is proposing they could be used for light retail. At this time, the applicant does not have a specified use for each of the commercial spaces. Staff suggests that the uses be limited to the permitted uses of a B-3 zoning district, which is consistent with the underlying zone for the area and the future land use designation as a Community Business Corridor. Staff also suggest including a timeline for when the commercial component is to be completed to guarantee the requirements of the PMU district are met in a reasonable timeframe. A memo from the previous Director of Urban Development has been included in this report, outlining the request to establish the development as a PMU, which included the requirement of a commercial or mixed-use type use as originally intended to make the whole of the development consistent with the PMU district.

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

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

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

topography.

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

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

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

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

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

once approved, be binding on the property.

v. All requests for rezoning to any PMU except PMU-PD shall be accompanied by sufficient information to determine compliance with all applicable requirements of this Code. However, site plans and specified uses presented as part of the rezoning process shall not be binding on the property if the rezoning is approved and shall be prominently noted as such on any materials presented as part of a public process. Any property configuration or use that is consistent with the characteristics and acceptable uses for the Comprehensive Plan Area indicated shall be permitted upon review and approval by the Site and Design Committee as part of a zoning permit request.

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

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

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

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

x. At its discretion, the City Council or Site and Design Committee, whichever has authority to approve the

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

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

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

SECTION 11 Administration and Enforcement

11.2 City Council

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

11.6 Site and Design Review Committee

11.6.2 Decide all requests for site and building design

September 2024 HPC Item: F
Ming Ming Lin, Representative, Martin Trovea, Architect, Tom Champion, Representative, Beverly Land LLC, Owner
Request for: **Approval for Amendment to Planned Mixed-Used Development**

approval for properties located outside a designated historic district or PMU district

Present Zoning: The undeveloped parcel is currently zoned PMU-PD (Planned Unit Development)

Present Use: Vacant / Undeveloped

Future Land Use: Neighborhood Conservation District 1 and Community Business Corridor

Surrounding Zoning and Land Use:
North: B-3 Community Business District
South: B-3 Community Business District / R-3 Multi-Family Residential District
East: B-3 Community Business District
West: B-3 Community Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of August 25th, 2023.

Option: Recommend **approval** or **denial** of the request for an amendment to the PMU-PD at 15 Airport Rd.

Conditions to consider with an approval:

1. **Mixed-use requirement –** The commercial or mixed-use component of the PMU must be completed at the same time as the residential component. The final Certificate of Occupancy for Phase III shall not be issued until the completion of commercial structures as shown on the site plan are complete.
2. **Allowable uses –** The commercial structures shall have the following uses that are allowed by right and do not need additional approval of the City Council. Any site changes or uses that are not as listed below will require conditional use approval as outlined in the requirements of the PMU District. The uses shall follow the definitions and requirements of table 5.1 of the Land Development Code and all other applicable codes and requirements:
    - **a.** Civic/Cultural/Community Center
    - **b.** Fitness Centers
    - **c.** Gallery, Museum, and Library
    - **d.** Medical or dental office
    - **e.** Other Professional Office
    - **f.** Personal and Professional Services, excluding tattoo parlors
    - **g.** Places of Assembly not otherwise listed in the table of uses
    - **h.** Restaurant, without a drive-through
    - **i.** Retail <10,000 ft^2

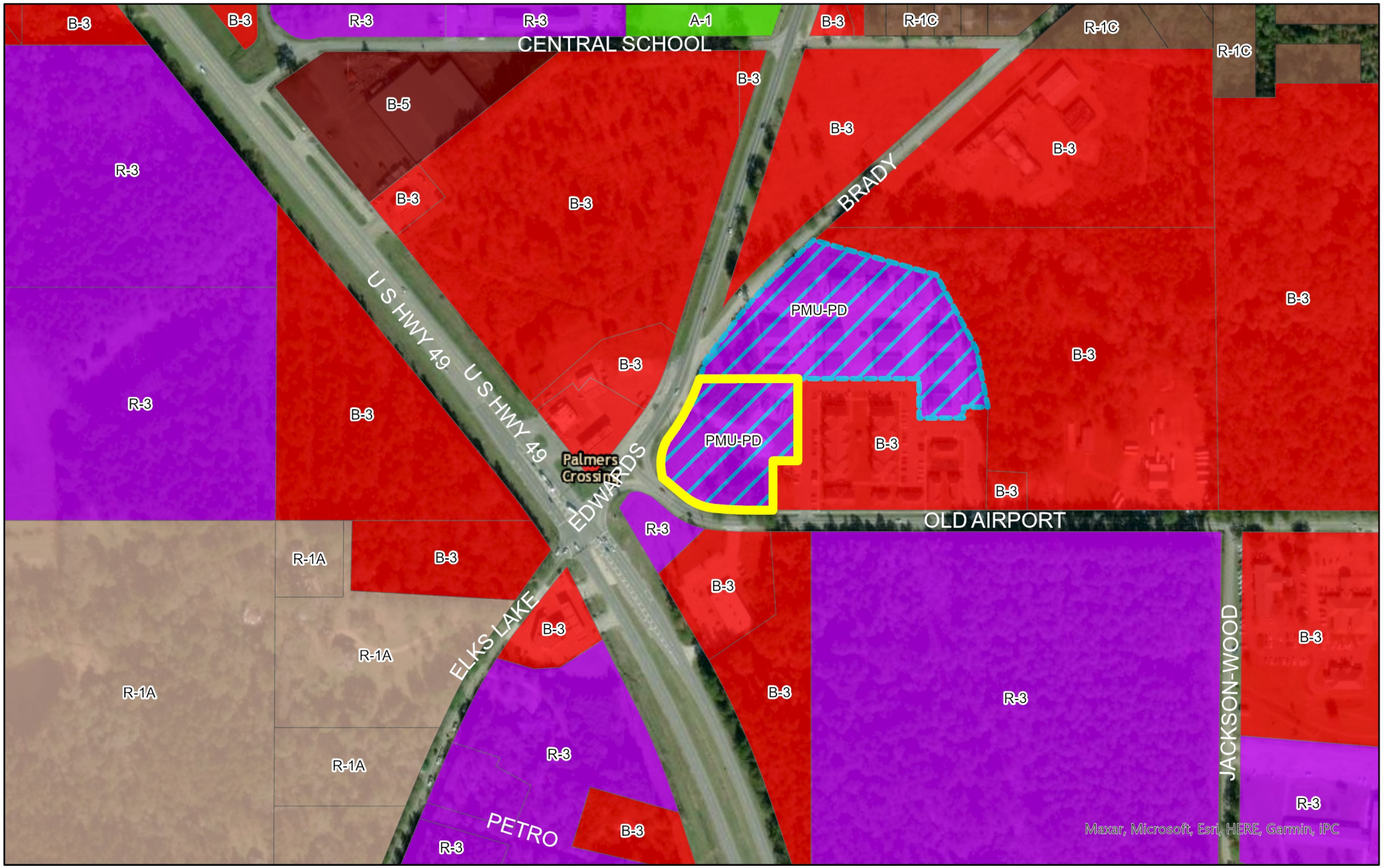
September 2024 HPC Item: F
Ming Ming Lin, Representative, Martin Trovea, Architect, Tom Champion, Representative, Beverly Land LLC, Owner
Request for: **Approval for Amendment to Planned Mixed-Used Development**

SUBJECT PARCEL

15 Old Airport Road — PMU Amendment Request

Gulf Coast Housing Partnership, Applicant, Beverly Land, LLC., Owner, Ming Ming Lin, Representative, Martin Tovrea, architect, and Tom Champion, Representative

Requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest



Zoning Map

- A-1
- R-1A
- R-1C
- R-3
- B-3
- B-5
- PMU-PD
- 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: 8/16/2024 9:19 AM

PMU-PD Amendment
Village at the Beverly Phase III
15 Old Airport Road
PPIN: 29647
Flood Zone: X
Ward 5, Forrest County

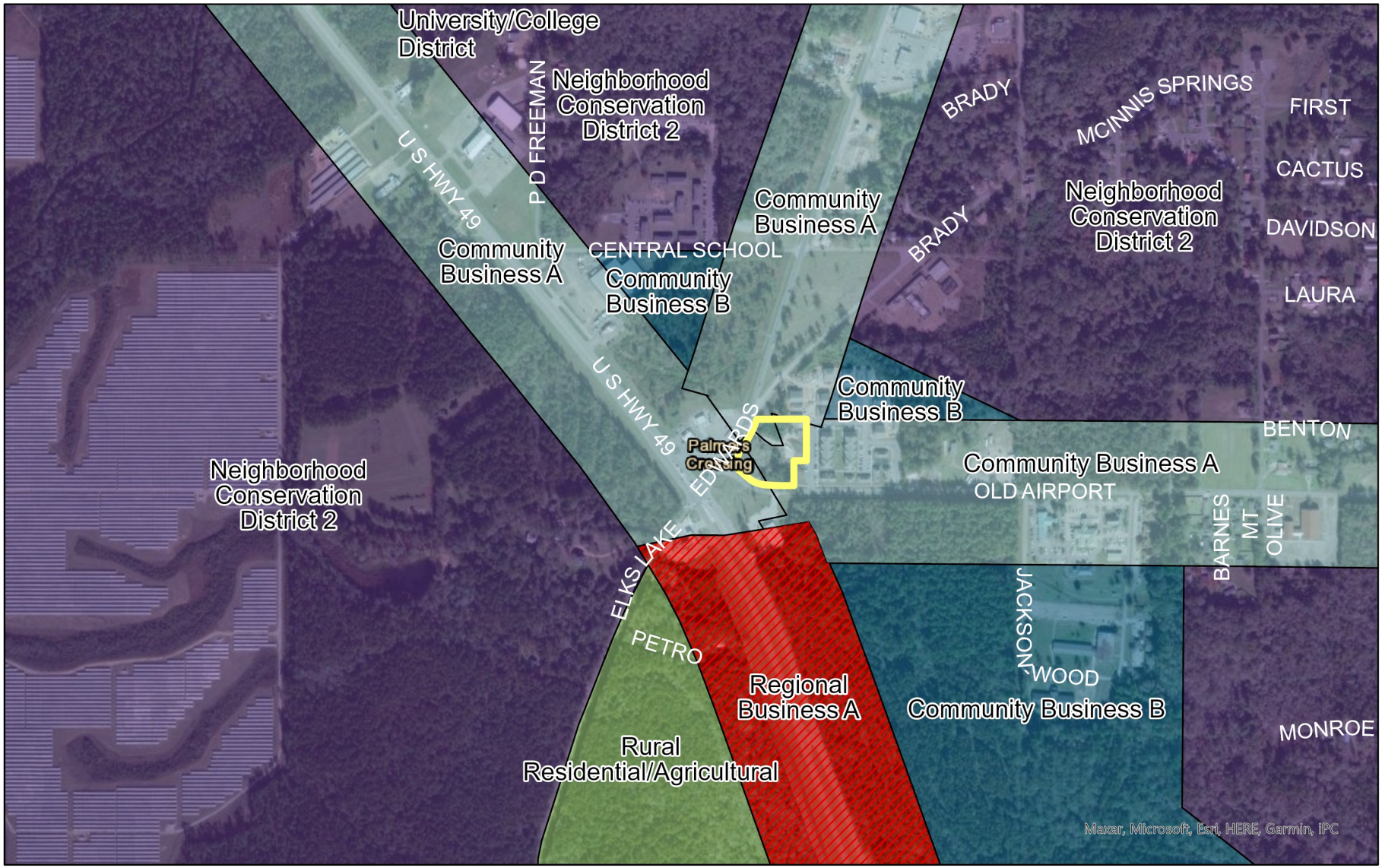
0 1,000 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'20"W 31°16'41"N

HPC Item: F



Future Land Use Map

- Community Business A
- Community Business B
- Neighborhood Conservation District 2
- Regional Business A
- Rural Residential/Agricultural
- University/College District

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: 8/23/2024 5:11 PM

PMU-PD Amendment for
The Village at the Beverly, Phase III
15 Old Airport Road
PPIN: 29647
Flood Zone: X
Ward 5, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'24"W 31°16'42"N

HPC Item: F

Site Aerial

Surrounding Area

Surrounding Area

Northern Direction: B-3 Community Business

Southern Direction: B-3 Community Business and R-3 (vacant)

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: Gulf Coast Housing Partnership
Project Name: Village at the Beverly III
Proposed Use(s): Residential and Commercial
Project Street Address: 15 Old Airport Rd., Hattiesburg, MS 34901
PPIN Number(s) (if unknown, can be found on tax receipt): 2-041G-27-017.00

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

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: _____

STAFF USE ONLY – Do Not Complete:

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

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Ming Ming Lin, Project Manager, Gulf Coast Housing Partnership

☐Applicant ☐Property Owner ☑Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 504-525-2505 Fax: _____ Email: lin@gchp.net

Mailing Address: 1626 Oretha Castle Haley Blvd., Suite A, New Orleans, LA 70113

Secondary:

Name: Martin Tovrea, Multistudio

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☑Architect ☐Engineer

☐Other (please specify): _____

Phone: 985-789-1614 Fax: _____ Email: martin.tovrea@multi.studio

Mailing Address: 3308A Magazine Street, New Orleans, 70115

Other(s):

Name: Tom Champion, SR Vice President, Gulf Coast Housing Partnership

☐Applicant ☐Property Owner ☑Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 504-525-2505 Fax: _____ Email: champion@gchp.net

Mailing Address: 1626 Oretha Castle Haley Blvd., Suite A, New Orleans, LA 70113

Name: Beverly Land, LLC

☐Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 504-525-2505 Fax: _____ Email: laborde@gchp.net

Mailing Address: 1626 Oretha Castle Haley Blvd., Suite A, New Orleans, LA 70113

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

15 Old Airport Rd. (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 29th day of July, 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.

Ming Ming Lin, Tom Champion, Joel Ford, Marton Torrea

on this the 29th day of July, 2024.

Beverly Land, LLC

Property Owner (print)

Property Owner (signature)

STATE OF LOUISIANA

COUNTY OF ORLEANS

Personally came and appeared before me, the within named Kathleen F. Laborde,

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 29th day of July, 2024.

Benjamin A. Guider III

NOTARY PUBLIC

BENJAMIN A. GUIDER, III NOTARY PUBLIC NOTARY NO. 86227 ORLEANS PARISH, LA

My Commission Expires:

at death.

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

15 Old Airport Rd. Hattiesburg MS ,
Street Address **City** **State**

on this the 29th day of July, 2024

Gulf Coast Housing Partnership, Kathleen Laborde (President & CEO)
Applicant (print)

Applicant (signature)

STATE OF LOUISIANA

COUNTY OF ORLEANS

Personally came and appeared before me, the within named Kathleen F. Laborde ,
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 29th day of July, 2024.

Benjamin A. Guider III
NOTARY PUBLIC

BENJAMIN A. GUIDER, III NOTARY PUBLIC NOTARY NO. 86227 ORLEANS PARISH, LA

My Commission Expires:
at death.

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 $400.00.

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

Required Fees

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

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ---------- $175.00 per application and one Variance request; plus $50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming---------- $300.00 per application, plus $100.00 per required street name sign if approved*
(*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)

Street/Alley Closing ---------- $300.00 per application

(Conditional) Use Permit ---------- $200.00 per application

Zoning Change ---------- $400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) ---------- $400.00 per application (*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package ---------- $600.00 per package application

Subdivision of Land (Preliminary Plats) ---------- $225.00 per application, plus $10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** ---------- $500.00 per application, plus $10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ---------- $200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --------- $50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request ---------- $50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

EDWARDS STREET

BRADY ROAD

Path crosses drive entrance to property

VILLAGE AT THE BEVERLY (PHASE II)

NOT IN SCOPE

SCOPE OF WORK

DRIVE-ENTRANCE

PROPERTY LINE = 4'-0"

PROPERTY LINE SETBACK

VILLAGE AT THE BEVERLY PHASE III
100,017 S.F. +/-
2.28 ACRES +/-

3 BED | 3 BED | 1 BED

2 BED | 2 BED | 2 BED

RETENTION POND

1 BED | 2 BED

COMMUNITY + FITNESS

17 PARKING SPACES

3 BED | 3 BED

2 BED

2 BED

2 BED

RETAIL / COMMERCIAL

PLAY GROUND

GAZEBO

SPORTS COURT

DUMPSTER

4 PARKING SPACES

16 PARKING SPACES

VILLAGE AT THE BEVERLY (PHASE I)

EDWARDS STREET

OLD AIRPORT ROAD

Villages at the Beverly - Site Plan
Scale: N.T.S.

multistudio

N

Phase 3 Site Plan
Scale: 1/64" = 1'-0"

multistudio

Prepared by:
Baker, Donelson, Bearman, Caldwell and Berkowitz, P.C.
Attn: Virginia Todd Weaver
4268 I 55 North
Meadowbrook Office Park
Jackson, Mississippi 39211
(601) 351-2400
MS Bar #10361

Return to:
Baker, Donelson, Bearman, Caldwell and Berkowitz, P.C.
Attn: Virginia Todd Weaver
4268 I 55 North
Meadowbrook Office Park
Jackson, Mississippi 39211
(601) 351-2400

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: NE ¼ of the SW ¼ & NW ¼ of SE ¼, §27, T4N, R13W; City of Hattiesburg, Forrest County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged,

GULF COAST HOUSING PARTNERSHIP, INC.,
a Delaware nonprofit corporation (the "**Grantor**"),
1610A Oretha Castle Haley Boulevard,
New Orleans, Louisiana 70113; telephone number (504) 525-2505

does hereby sell, convey and warrant unto

BEVERLY LAND, LLC,
a Mississippi limited liability company (the "**Grantee**"),
1610A Oretha Castle Haley Boulevard,
New Orleans, Louisiana 70113; telephone number (504) 525-2505

the property lying and being situated in the County of Forrest, State of Mississippi (the "Property"), and being more particularly described on **Exhibit A** attached hereto.

JM VTW 1355851 v1
2930247-000001

The Property is conveyed subject to, and there is excepted from the warranty of this conveyance, any and all protective and restrictive covenants, easements, roadways, servitudes, and oil, gas and other mineral reservations, exceptions, conveyance and leases validly of record.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay the Grantee or Grantee's assigns any amount which is a deficit on an actual proration and likewise, the Grantee agrees to pay the Grantor any amount overpaid by them.

WITNESS THE SIGNATURE OF GRANTOR on the date of the acknowledgment of its signature below, to be effective as of the 22 day of December, 2014.

GRANTOR:

GULF COAST HOUSING PARTNERSHIP, INC.

By: _____
Kathleen F. Laborde, President & CEO

STATE OF LOUISIANA
~~COUNTY~~ OF ORLEANS
PARISH

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of December, 2014, within my jurisdiction, the within named Kathleen F. Laborde, President & CEO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that she executed the same in her representative capacity, and that by her signature on the instrument, and as the act and deed of the entity upon behalf of which she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____, III
NOTARY PUBLIC

My commission expires:
at death.

Benjamin Alfred Guider, III, Notary Public
Orleans Parish - Louisiana
My Commission is for Life
La. Bar No. 29226

JM VTW 1355851 v1
2930247-000001

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being part of the NE 1/4 of the SW 1/4 and of the NW 1/4 of the SE 1/4 of Section 27, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows:

Commence at the SE Corner of the NE 1/4 of the SW 1/4 of said Section 27; thence South 89 degrees 52 minutes 56 seconds West along the south line of said NE 1/4 of the SW 1/4 for 48.08 feet; thence North 00 degrees 07 minutes 04 seconds West for 22.00 feet; thence North 34 degrees 46 minutes 00 seconds West for 6.12 feet, to a point on the east right of way line of US Hwy 49, said point also being the POINT OF BEGINNING; thence North 34 degrees 46 minutes 00 seconds West along said east right of way line for 210.25 feet, to a point on the east right of way line of Brady Rd. (Old Hwy 49); thence along said east right of way line and along a curve to the right for 594.56 feet, said curve having a radius of 1096.22 feet, a chord distance of 587.30 feet, and a chord bearing of North 32 degrees 19 minutes 22 seconds East; thence North 47 degrees 53 minutes 00 seconds East along said east right of way line for 4.33 feet; thence North 89 degrees 51 minutes 21 seconds East for 63.06 feet; thence North 00 degrees 05 minutes 54 seconds West for 56.77 feet, to a point on the east right of way line of said Brady Rd. (Old Hwy 49); thence North 47 degrees 53 minutes 00 seconds East along said east right of way line for 51.79 feet; thence South 75 degrees 52 minutes 23 seconds East for 310.34 feet; thence South 31 degrees 49 minutes 16 seconds East for 225.90 feet; thence South 10 degrees 44 minutes 21 seconds East for 210.34 feet; thence West for 68.26 feet; thence South for 30.50 feet; thence West for 124.50 feet; thence North for 110.67 feet; thence West for 340.00 feet; thence South for 230.67 feet; thence West for 71.00 feet; thence South for 138.41 feet; thence South 89 degrees 52 minutes 56 seconds West for 154.22 feet, back to the POINT OF BEGINNING.
Said Parcel contains 7.52 acres more or less.

REAL ESTATE PURCHASE AND SALES CONTRACT

1. **Purchase and Sale.** Village at the Beverly III, LP ("Buyer") agrees to buy and Beverly Land, LLC ("Seller") agrees to sell the real estate and improvements described in Attachments A and B.

2. **Sale and purchase price.** The price for the above described real estate and improvements will be Three Hundred and Seventy Five Thousand Dollars ($375,000), payable by buyer, or on their behalf, in cash or certified funds at the time of closing.

3. **Real Estate Taxes.** Real estate taxes for the year 2023 shall be paid by Buyer.

4. **Title, title insurance commitment and title insurance.**

(a) Clear Title. Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to the Property to Buyer.

(b) Title Objections. A Title Insurance Commitment shall be obtained by the closing attorney, Coats Rose and a copy thereof delivered to Buyer. After receipt of the said title insurance commitment, Buyer shall examine the commitment, and approve or reject the same. If Buyer rejects the commitment, this contract shall be cancelled and shall be void. Such rejection must be in writing and shall be presented to Seller and the closing agent within ten business days after receipt of the commitment by Buyer. If there are any title objections, Buyer shall notify Seller within ten (10) days of receiving the commitment, and Seller shall have ten (10) days from the receipt of any title objections from the Buyer (the "Title Cure Period") to cure all valid title objections. If Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), then within five days of the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a specified period of time to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

(c) An owners' policy of title insurance in the amount of the purchase price shall be issued after the closing of this transaction.

5. **Warranty of title.** Seller agrees to execute a Warranty Deed on the real estate to the Buyer at the time of closing, warranting that the property described herein is free of encumbrances and fully marketable.

6. **Closing.** The closing of this transaction shall be at the offices of Coats Rose, PC on or before December 31, 2023. The office is located at 365 Canal Street, Suite 800, New Orleans, LA 70130.

7. **Possession.** Possession of the real estate and improvements shall be given to

Buyer on the date of closing.

8. **Closing costs.** The closing costs shall be paid by Buyer.

9. **Inspections and Access to Property.**

Prior to closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times, to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Seller agrees to provide access to Buyer, Buyer' agents, and inspectors, as required pursuant to the terms of this contract, or as required by Buyer' lender, at all reasonable times and upon reasonable notice to Seller.

10. **Property to be kept insured.** Seller agrees to maintain the present insurance coverage on the described real estate, improvements and personal property mentioned herein at all times until closing. In the event that any of the property is damaged by fire or other casualty prior to closing, Buyer shall have the following options: (a) they may accept the insurance proceeds and continue with this contract, or (b) they may void this Contract, in which event, all expenses incurred by the title company and the closing agent shall be Seller's responsibility.

11. **Binding contract and assignability.** This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. This Contract shall be binding upon the parties hereto, their heirs, administrators, assigns and successors.

In Witness Whereof, the parties have hereunto subscribed their respective names on the dates set opposite their names. It is understood and agreed that a FAX or scanned copy of this Contract bearing the signatures of the respective parties shall be as fully binding as the original.

Signature Page Follows

Seller:
Beverly Land, L.L.C., a Mississippi Limited Liability Company

By: Gulf Coast Housing Partnership, Inc., a Delaware Non-Profit Corporation, its Sole Member

By: _____
Name: Kathy Laborde
Title: President and C.E.O.

Buyer:
Village at the Beverly III, LP, a Mississippi Limited Partnership

By: Village at the Beverly III GP, L.L.C., a Mississippi Limited Liability Company, its General Partner

By: Gulf Coast Housing Partnership, L.L.C., a Delaware Limited Liability Company, its Manager

By: Gulf Coast Housing Partnership, Inc., a Delaware Non-Profit Corporation, its Sole Member

By: _____
Name: Kathy Laborde
Title: President and C.E.O.

Attachment A

This Real Estate Purchase and Sales Contract between Village at the Beverly III, LP ("Buyer") and Beverly Land, LLC ("Seller") is for the following real estate and improvements:

Legal Description
for
Lot 1B
March 11, 20120

Located at Parcel Number 2-041G-27-017.00

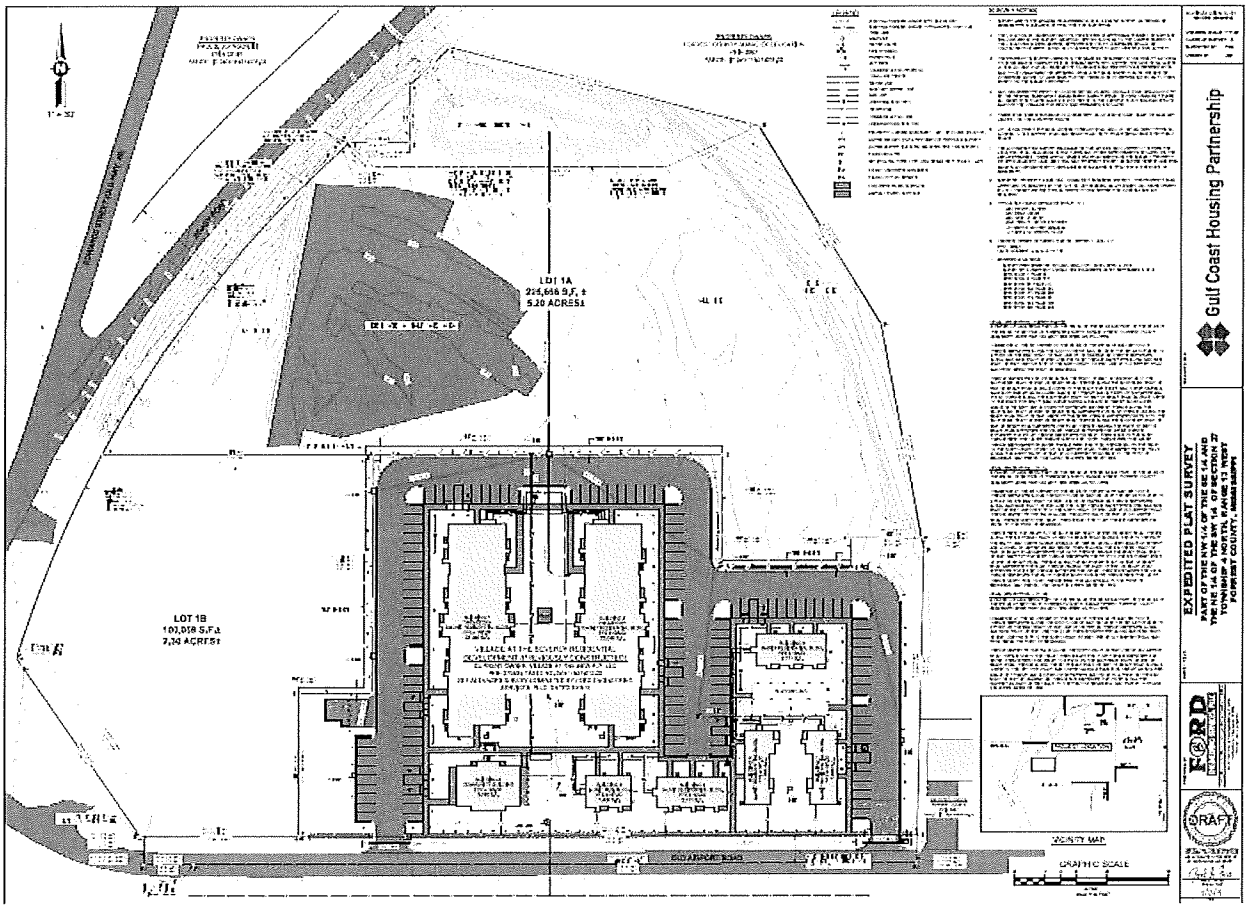
LEGAL DESCRIPTION - LOT 1B
A PARCEL OF LAND BEING PART OF THE NW 1/4 OF THE SE 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 27; THENCE S89°54'27"W ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4 FOR 48.08' TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HWY 49; THENCE N00°07'04"W ALONG SAID EAST RIGHT OF WAY LINE FOR 22.00'; THENCE N34°37'15"W ALONG SAID EAST RIGHT OF WAY LINE FOR 6.15' TO THE NORTH RIGHT OF WAY LINE OF OLD AIRPORT ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°53'11"E FOR 154.22' ALONG THE NORTH RIGHT OF WAY LINE OF OLD AIRPORT ROAD; THENCE NORTH FOR 138.41'; THENCE EAST FOR 71.00'; THENCE N00°02'49"E FOR 230.58'; THENCE WEST FOR 263.45' TO A POINT ON THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD ALONG A CURVE TO THE LEFT FOR 213.47', SAID CURVE HAVING A RADIUS OF 1096.30', AN INCLUDED ANGLE OF 11°09'24", AND A CHORD OF S22°44'52"W AND 213.14' TO A POINT ON THE EAST RIGHT OF WAY OF HIGHWAY 49; THENCE RUN S34°52'42"E FOR 210.66' ALONG THE HIGHWAY 49 RIGHT OF WAY BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 2.30 ACRES, MORE OR LESS.

Attachment B

This Real Estate Purchase and Sales Contract between Village at the Beverly III, LP ("Buyer") and Beverly Land, LLC ("Seller") is for Lot 1B of the plat below:



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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE CITY OF HATTIESBURG, MISSISSIPPI AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 15 OLD AIRPORT ROAD (PARCEL 2-041H-27-017.00, PPIN 29647, FORREST CO., WARD 5) FROM SECTION 4.5.10 B-3 (COMMUNITY BUSINSES DISTRICT) DISTRICT TO SECTION 4.19.1, PMU-PD (PLANNED MIXED-USE) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

SECTION 2. As part of the approval for a rezoning request to a PMU-PD, a site plan is required and is attached to this document as Exhibit 1. The site plan shall, once approved, be binding on the property.

SECTION 3. The following conditions recommended by the Planning Commission on September 4th, 2024, and approved by the City Council on September 17th, 2024 shall

apply to the Planned Mixed-Use development of the "Village at the Beverly III". Such conditions imposed by City Council shall apply and be binding as part of the request to establish a PMU-PD district:

1. MIXED-USE REQUIREMENT:

a. The commercial or mixed-use component of the PMU must be completed concurrently with the residential component.

b. The final Certificate of Occupancy for Phase III shall not be issued until the commercial structures, as shown on the site plan, are completed.

2. ALLOWABLE USES:

a. The commercial structures shall be limited to the following uses, which are allowed by right and do not require additional approval of the City Council:

i. Civic/Cultural/Community Center
ii. Fitness Centers
iii. Gallery, Museum, and Library
iv. Medical or dental office
v. Other Professional Office
vi. Personal and Professional Services (excluding tattoo parlors)
vii. Places of Assembly not otherwise listed in the table of uses
viii. Restaurant, without a drive-through
ix. Retail with a floor area of less than 10,000 square feet.

Any change to the site plan that is not substantially consistent with the approved plan shall require a request for a plan amendment, where such plan and revision shall be reviewed and approved by the City Council following the same procedures and requirements for rezoning.

SECTION 4: LEGAL DESCRIPTION OF PROPERTY

Village at the Beverly III (Lot 1B)

LEGAL DESCRIPTION - LOT 1B
A PARCEL OF LAND BEING PART OF THE NW 1/4 OF THE SE 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 27; THENCE S89°54'27"W ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4 FOR 48.08' TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HWY 49; THENCE N00°07'04"W ALONG SAID EAST RIGHT OF WAY LINE FOR 22.00'; THENCE N34°37'15"W ALONG SAID EAST RIGHT OF WAY LINE FOR 6.15' TO THE NORTH RIGHT OF WAY LINE OF OLD AIRPORT ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°53'11"E FOR 154.22' ALONG THE NORTH RIGHT OF WAY LINE OF OLD AIRPORT ROAD; THENCE NORTH FOR 138.41'; THENCE EAST FOR

71.00'; THENCE N00°02'49"E FOR 230.58'; THENCE WEST FOR 263.45' TO A POINT ON THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD ALONG A CURVE TO THE LEFT FOR 213.47', SAID CURVE HAVING A RADIUS OF 1096.30', AN INCLUDED ANGLE OF 11°09'24", AND A CHORD OF S22°44'52"W AND 213.14' TO A POINT ON THE EAST RIGHT OF WAY OF HIGHWAY 49; THENCE RUN S34°52'42"E FOR 210.66' ALONG THE HIGHWAY 49 RIGHT OF WAY BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 2.30 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - PARENT PARCEL

A PARCEL OF LAND BEING PART OF THE NW 1/4 OF THE SE 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 27; THENCE S89°54'27"W ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4 FOR 48.06' TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY 49; THENCE N00°07'04"W ALONG SAID EAST RIGHT OF WAY LINE FOR 22.00'; THENCE N34°37'15"W ALONG SAID EAST RIGHT OF WAY LINE FOR 6.15' TO THE NORTH RIGHT OF WAY LINE OF OLD AIRPORT ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N34°52'42"W FOR 210.66' ALONG THE RIGHT OF WAY US HIGHWAY 49 TO THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD ALONG A CURVE TO THE RIGHT FOR 213.47', SAID CURVE HAVING A RADIUS OF 1096.30', AN INCLUDED ANGLE OF 11°09'24", AND A CHORD OF N22°44'52"E AND 213.14'; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD ALONG A CURVE TO THE RIGHT FOR 369.77', SAID CURVE HAVING A RADIUS OF 1096.30', AN INCLUDED ANGLE OF 19°19'31", AND A CHORD OF N37°59'19"E AND 368.02'; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD N46°38'07"E FOR 18.12'; THENCE LEAVING THE BRADY ROAD RIGHT OF WAY N89°51'21" FOR 58.66'; THENCE N00°05'54"W FOR 55.17' TO THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD N46°38'07"E FOR 52.94'; THENCE LEAVING THE RIGHT OF WAY OF BRADY ROAD S75°52'23"E FOR 310.38'; THENCE S31°50'18"E FOR 225.84'; THENCE S10°44'48"E FOR 210.74'; THENCE N89°43'18"W FOR 68.21'; THENCE SOUTH FOR 30.50'; THENCE WEST FOR 124.50'; THENCE NORTH FOR 110.67'; THENCE WEST FOR 340.00'; THENCE S00°02'49"W FOR 230.58'; THENCE WEST FOR 71.00; THENCE SOUTH FOR 138.41'; TO THE NORTH RIGHT OF WAY OF OLD AIRPORT ROAD; THENCE S89°53'11"W FOR 154.22' ALONG THE NORTH RIGHT OF WAY OF OLD AIRPORT ROAD BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 7.50 ACRES, MORE OR LESS.

SECTION 4. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 5. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

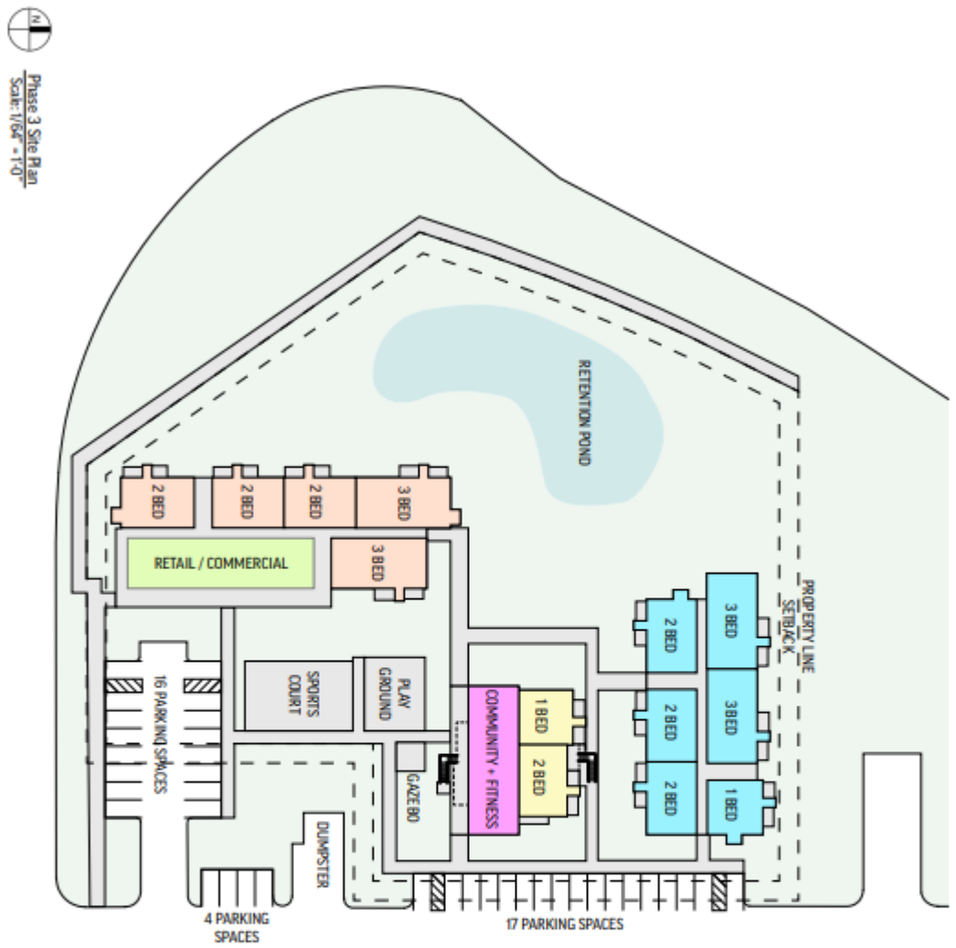
_____ _____
CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

EXHIBIT 1: Site Plan Approved as part of the zoning request to PMU-PD. The site plan presented below is binding to the property, as per the requirements of approval from the Land Development Code, Ord. No. 3209, as amended, of the City of Hattiesburg.



multistudio

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

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

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

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

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

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

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

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	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) 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.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

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

Motion:

Made by Commissioner Conville to accept changes and 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			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

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

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

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

From: **Wiley Quinn, Urban Development Director, Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt an Ordinance to amend the Land Development Code, Ord. No. 3209, and make changes to Section 12 relating to the changes concerning subdivision regulations and bond requirements for new subdivisions. The Planning Commission recommended approval as amended on September 4th, 2024.**
File Number: 2024-410
Minute Book #

Summary

Recommendation Statement
The Planning Commission recommended approving the text amendment to the Land Development Code. The amendment is a recommendation for bonds related to subdivision infrastructure development. Specifically, bonds for site stabilization in the event of abandonment, performance bonds for incomplete items, maintenance bonds for work guarantees, and sidewalk bonds to ensure the complete connectivity.

Please place this on the September 17, 2024 City Council meeting for consideration.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, ORDINANCE NUMBER 3209, AS AMENDED, SECTION 5, USE REGULATIONS AND CONDITIONS, SECTION 12, PROCESSES AND SECTION 13, DEFINITIONS FOR THE CITY OF HATTIESBURG, MISSISSIPPI.

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

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

Code Section	Amendment
Section 12.3.2.5	Amend to read: "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 within 90 days of submission for acceptance with any applicable bonds."
Add Section 12.3.2.6	Add text to read: "Duration. As this code and state and federal law may change over time, approval of a preliminary plat shall be effective for a maximum period of one (1) year for a permit to be submitted to the city. A six (6) month extension may be granted upon the Planning Commission's recommendation to the City Council followed by an approval of the Council. An extension request must come in writing by the subdivider before the regularly scheduled Planning Commission hearing in which it is to be heard. The Planning Commission will offer its recommendation under "other business" as notice was given at the original hearing date. If the final plat has not been submitted to Urban Development within this time limit, the preliminary plat process shall begin anew."
Add Section 12.3.2.7	Add text to read: "Improvement Guarantees. Request for the final plat approval may be granted if one or more of the following improvement guarantees is posted with the City and recommended for acceptance by the City Attorney and City Engineer. i. Site Stabilization Bond: Before construction permits can be approved, a bond assuring the stabilization of the site must be submitted to the City. This bond will serve as a guarantee that the site will be properly stabilized during and after construction including but not limited to: addressing erosion, sedimentation, other environmental impacts, safety concerns, and unsightly conditions per recommendation of the City Engineer. The bond amount is equal to the estimated cost of returning the site to a stable condition. The developer's engineer shall submit such

		estimate for approval to the City Engineer. The duration of the bond is a maximum of one (1) year, extendable one (1) time for up six (6) months.
	ii.	Performance Bond: In place of the completion of improvements before the submission of the final plat for approval the city may accept a bond. The bond amount is equal to the estimated cost of completion plus ten (10) percent. The developer's engineer shall submit such estimate for approval to the City Engineer. The duration of the bond is a maximum of one (1) year, extendable one (1) time for up six (6) months. Where improvements have been installed as permitted and all improvements are deemed to be satisfactory through written notice of acceptance from the city engineer, bonds shall be returned to the subdivider, by action of the City Council. Completion of the improvements then shall transition into a maintenance bond.
	iii.	Sidewalk Bond: If sidewalks are required for the development, they must be installed prior to the acceptance of the final plat or they may be assured through a performance bond. The bond amount is equal to the estimated cost of completion plus ten (10) percent. The developer's engineer shall submit such estimate for approval to the City Engineer. The duration of the bond is a maximum of three (3) years. Where improvements have been installed as permitted and all improvements are deemed to be satisfactory through written notice of acceptance from the city engineer, bonds shall be returned to the subdivider, by action of the City Council.
	iv.	Maintenance Bond: The subdivider must assure that the installation and construction of streets and other improvements are satisfactory, and that the standards prescribed in these regulations have been fulfilled. A maintenance bond is required upon completion of these improvements guaranteeing to the City the reasonable costs resulting from defective workmanship and/or materials. The maintenance bond shall equal ten (10) percent of the construction cost of all improvements as

	determined by the engineering department. This maintenance bond shall be in effect for one (1) year after acceptance of these improvements by the Governing Authorities. v. Sixty (60) to forty-five (45) days prior to the conclusion of the warranty period the City Engineer will perform a final inspection of all improvements. • If all improvements are deemed to be satisfactory, written notice of acceptance from the city engineer shall be provided. The city council may release the maintenance bond and the city shall assume perpetual maintenance of all improvements in the subdivision. • Improvements that need repairs shall be noticed to the subdivider and city council. The city council may then extend the maintenance bond or draw funds from the bond to complete the necessary repairs. iv. Satisfactory Completion of Improvements: If any portion of the required improvements shall fail to be accepted for dedication either for reason of incompletion or for reason of substandard construction, then the City Council shall take the following actions: • The subdivider and bonding agent shall be advised that the improvements must be completed or reconstructed under the bond. The City Council shall declare the bond to be forfeited. Where the City is not already in possession of said bond, it shall immediately take the actions necessary to obtain it. • The City Council shall use any bond applicable to finance the completion or construction of improvements to the proper specifications. Unused portions of these securities, consistent with the city's damages and/or costs shall be used as a fine and submitted to the general fund of the city."
Add Section 12.3.2.8	Add text to read: "Utilities. All utilities are required to be installed underground. Crossing of creeks, streams, and rivers shall be done as inconspicuously as possible."

Add a Definition to 13.2	Add text to the correct alphabetical location to read: “Bond: Any form of security (including a cash deposit, surety bond, or instrument of credit) in an amount and form satisfactory to the city.”

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

June 2024: Item K
City of Hattiesburg
Request for: **Amend the Land Development Code, Ord. No. 3209**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: City of Hattiesburg

Request: **Amend 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 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions.

History / Background:

When the 2017 Update to the Land Development Code was adopted by the City of Hattiesburg, language specific to subdivision bonds, recording, and guarantees was not included in the update. Given the current growth trend of subdivisions, where the City has reviewed proposals for over 270 new lots to be created in subdivisions since 2023, additional language should be considered to add protection for the City as it grows. The proposed additions, listed below, are similar to conditions that have been added to recent subdivisions by the Planning Commission and City Council.

The purpose of the additions is to ensure infrastructure is completed by a developer, or that the City has the financial guarantee to complete the infrastructure, should a developer be unable to. It protects the city from being left with unfinished or substandard infrastructure. Incomplete infrastructure, without financial security, can create burdens on a city's budget and taxpayers. It also provides an additional layer of protection for homeowners and their property values, providing assurances that infrastructure will be completed to code. Properly installed infrastructure is critical for the public health, safety, and welfare of citizens, ensuring that essential services can be provided.

Applicable Regulations:

12.3.2 Preliminary Plat Approval for Major Subdivisions.
12.3.2.1 Approval Criteria.

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

the natural environment.

12.3.2.2 Construction Plans and Specifications.

i. Approval Criteria. Construction Plans shall meet all engineering standards and requirements related to the actual construction of infrastructure and legal identification of building lots.

ii. Decision Maker. The City Engineer shall make the final determination of acceptance of construction plans.

iii. Application and Review Procedures. Submittal form and requirements are established by the City Engineer who will be the final authority approving construction plans.

12.3.2.3 As-Built Construction Plans and Specification; Drawings.

i. Approval Criteria. As-built drawings shall depict the actual construction of all required improvements based on an inspection by City staff.

ii. Certification of the as-built drawings by a registered engineer both by stamp on the drawings and by letter to the City Engineer.

iii. Application and Review Procedures.

Submittal form and requirements are established by the City Engineer who will be the final authority accepting as-built plans.

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.

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

Amend Section 12. Process and Procedures – Explanation: A*ddition of a 90-day timeline to existing language to ensure the plat is recorded; the currently worded "timely fashion" is too ambiguous. Also to include additional language for the acceptance of bonds.*

Amend 12.3.2.5, to read the following:

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 within 90 days of submission for acceptance with any applicable bonds.

Amend Section 12.3.2 to add the following:

June 2024: Item K
City of Hattiesburg
Request for: **Amend the Land Development Code, Ord. No. 3209**

12.3.2.6 Duration
As this code and state and federal law may change over time, approval of a preliminary plat shall be effective for a maximum period of one (1) year for a permit to be submitted to the city. A six (6) month extension may be granted upon the Planning Commission's recommendation to the City Council followed by an approval of the Council. An extension request must come in writing by the subdivider before the regularly scheduled Planning Commission hearing in which it is to be heard. The Planning Commission will offer its recommendation under “other business” as notice was given at the original hearing date. If the final plat has not been submitted to Urban Development within this time limit, the preliminary plat process shall begin anew.

12.3.2.7 Improvement Guarantees
Request for the final plat approval may be granted if one or more of the following improvement guarantees is posted with the City and recommended for acceptance by the City Attorney and City Engineer.

Site Stabilization Bond: Before construction permits can be approved, a bond assuring the stabilization of the site must be submitted to the City. This bond will serve as a guarantee that the site will be properly stabilized during and after construction to prevent erosion, sedimentation, and other environmental impacts. The bond amount is equal to the estimated cost of returning the site to a stable condition. The developer's engineer shall submit such estimate for approval to the City Engineer. The duration of the bond is a maximum of one (1) year, extendable one (1) time for up six (6) months.

Performance Bond: In place of the completion of improvements before the submission of the final plat for approval the city may accept a bond. The bond amount is equal to the estimated cost of completion plus ten (10) percent. The developer's engineer shall submit such estimate for approval to the City Engineer. The duration of the bond is a maximum of one (1) year, extendable one (1) time for up six (6) months. Where improvements have been installed as permitted and all improvements are deemed to be satisfactory through written notice of acceptance from the city engineer, bonds shall be returned to the subdivider, by action of the City Council. Completion of the improvements then shall transition into a maintenance bond.

Sidewalk Bond: If sidewalks are required for the development, they must be installed prior to the acceptance of the final plat or they may be assured through a performance bond. The bond amount is equal to the estimated cost of completion plus ten (10) percent. The developer's engineer shall submit such estimate for approval to the City Engineer. The duration of the bond is a maximum of three (3) years. Where improvements have been installed as permitted and all improvements are deemed to be satisfactory through written notice of acceptance from the city engineer, bonds shall be returned to the subdivider, by action of the City Council.

Maintenance Bond: The subdivider must assure that the installation and construction of streets and other improvements are satisfactory, and that the standards prescribed in these regulations have been fulfilled. A maintenance bond is required upon completion of these improvements guaranteeing to the City the reasonable costs resulting from defective workmanship and/or materials. The maintenance bond shall equal ten (10) percent of the construction cost of all improvements as determined by the engineering department. This maintenance bond shall be in effect for one (1) year after acceptance of these improvements by the Governing Authorities.

Forty-five (45) days prior to the conclusion of the warranty period the city engineer will perform a final inspection of all improvements.

1. If all improvements are deemed to be satisfactory, written notice of acceptance from the city engineer shall be provided. The city council may release the maintenance bond and the city shall assume perpetual maintenance of all improvements in the subdivision.

2. Improvements that need repairs shall be noticed to the subdivider and city council. The city council may then extend the maintenance bond or draw funds from the bond to complete the necessary repairs.

Satisfactory Completion of Improvements: If any portion of the required improvements shall fail to be accepted for dedication either for reason of incompletion or for reason of substandard construction, then the City Council shall take the following actions:

1. The subdivider and bonding agent shall be advised that the improvements must be completed or reconstructed under the bond. The City Council shall declare the bond to be forfeited. Where the City is not already in possession of said bond, it shall immediately take the actions necessary to obtain it.

2. The City Council shall use any bond applicable to finance the completion or construction of improvements to the proper specifications. Unused portions of these securities shall be used as a fine and submitted to the general fund of the city.

12.3.2.8 Utilities
All utilities are required to be installed underground. Crossing of creeks, streams, and rivers shall be done as inconspicuously as possible.

Amend Section 13 – Definitions to add the following:

Bond: Any form of security (including a cash deposit, surety bond, or instrument of credit) in an amount and form satisfactory to the city.

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

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 within 90 days of submission for acceptance with any applicable bonds.

12.3.2.6 Duration

As this code and state and federal law may change over time, approval of a preliminary plat shall be effective for a maximum period of one (1) year for a permit to be submitted to the city. A six (6) month extension may be granted upon the Planning Commission's recommendation to the City Council followed by an approval of the Council. An extension request must come in writing by the subdivider before the regularly scheduled Planning Commission hearing in which it is to be heard. The Planning Commission will offer its recommendation under "other business" as notice was given at the original hearing date. If the final plat has not been submitted to Urban Development within this time limit, the preliminary plat process shall begin anew.

12.3.2.7 Improvement Guarantees

Request for the final plat approval may be granted if one or more of the following improvement guarantees is posted with the City and recommended for acceptance by the City Attorney and City Engineer.

Site Stabilization Bond: Before construction permits can be approved, a bond assuring the stabilization of the site must be submitted to the City. This bond will serve as a guarantee that the site will be properly stabilized during and after construction including but not limited to: addressing erosion, sedimentation, other environmental impacts, safety concerns, and unsightly conditions per recommendation of the City Engineer. The bond amount is equal to the estimated cost of returning the site to a stable condition. The developer's engineer shall submit such estimate for approval to the City Engineer. The duration of the bond is a maximum of one (1) year, extendable one (1) time for up six (6) months.

Performance Bond: In place of the completion of improvements before the submission of the final plat for approval the city may accept a bond. The bond amount is equal to the estimated cost of completion plus ten (10) percent. The developer's engineer shall submit such estimate for approval to the City Engineer.

Commented [LC1]: Check with City Engineer to compare costs on private side vs public.

The duration of the bond is a maximum of one (1) year, extendable one (1) time for up six (6) months. Where improvements have been installed as permitted and all improvements are deemed to be satisfactory through written notice of acceptance from the city engineer, bonds shall be returned to the subdivider, by action of the City Council. Completion of the improvements then shall transition into a maintenance bond.

Sidewalk Bond: If sidewalks are required for the development, they must be installed prior to the acceptance of the final plat or they may be assured through a performance bond. The bond amount is equal to the estimated cost of completion plus ten (10) percent. The developer's engineer shall submit such estimate for approval to the City Engineer. The duration of the bond is a maximum of three (3) years. Where improvements have been installed as permitted and all improvements are deemed to be satisfactory through written notice of acceptance from the city engineer, bonds shall be returned to the subdivider, by action of the City Council.

Maintenance Bond: The subdivider must assure that the installation and construction of streets and other improvements are satisfactory, and that the standards prescribed in these regulations have been fulfilled. A maintenance bond is required upon completion of these improvements guaranteeing to the City the reasonable costs resulting from defective workmanship and/or materials. The maintenance bond shall equal ten (10) percent of the construction cost of all improvements as determined by the engineering department. This maintenance bond shall be in effect for one (1) year after acceptance of these improvements by the Governing Authorities.

Sixty (60) to forty-five (45) days prior to the conclusion of the warranty period the City Engineer will perform a final inspection of all improvements.

1. If all improvements are deemed to be satisfactory, written notice of acceptance from the city engineer shall be provided. The city council may release the maintenance bond and the city shall assume perpetual maintenance of all improvements in the subdivision.

2. Improvements that need repairs shall be noticed to the subdivider and city council. The city council may then extend the maintenance bond or draw funds from the bond to complete the necessary repairs.

Satisfactory Completion of Improvements: If any portion of the required improvements shall fail to be accepted for dedication either for reason of incompletion or for reason of substandard construction, then the City Council shall take the following actions:

1. The subdivider and bonding agent shall be advised that the improvements must be completed or reconstructed under the bond. The City Council shall declare the bond to be forfeited. Where the City is not already in possession of said bond, it shall immediately take the actions necessary to obtain it.
2. The City Council shall use any bond applicable to finance the completion or construction of improvements to the proper specifications. Unused portions of these securities, consistent with the city's damages and/or costs shall be used as a fine and submitted to the general fund of the city.

Commented [SN2]: Suggested addition by D. Miller for legal clarification

Commented [LC3]: Check with legal about issues

12.3.2.8 Utilities

All utilities are required to be installed underground. Crossing of creeks, streams, and rivers shall be done as inconspicuously as possible.

Definitions:

Bond: Any form of security (including a cash deposit, surety bond, or instrument of credit) in an amount and form satisfactory to the city.

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

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

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

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

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

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

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

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	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) 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.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

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

Motion:

Made by Commissioner Conville to accept changes and 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			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

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

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve the Board of Adjustment's recommendation to approve the request for a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is conditional upon the approval of a rezoning request to A-2 (PPIN 12368, Ward 5, Forrest County).**
File Number: 2024-399
Minute Book #

Summary

Recommendation Statement

Please place this on the September 17, 2024 City Council meeting for consideration.

September 2024 BOA Item: B
Ola M. Jordan, Applicant
Request for: **Lot Size Variance**

Board of Adjustment
Case Fact Sheet

Name of Petitioners: Ola M. Jordan, Applicant

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
532 Cox Street	2-042E-26-024.00	12368	5

Request: **Structure Variance - Maximum Height Requirement**

Purpose of Request: Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

History / Background: The applicant met with staff regarding the potential of relocating a mobile home to her lot. The mobile home was purchased following the applicant's home burning down earlier this year. Staff advised that her lot was zoned as R-1C (Single Family Residential) and that zoning does not allow for mobile homes to be placed in that zoning. Staff advised that the property would need to be rezoned to an agricultural zoning and the applicant is pursuing a zoning change to A-2 (Agricultural Residential), which allows for the placement of mobile homes. Staff also advised that a variance would be required since her lot was smaller than the required minimum lot size of 43,560 sq ft in an A-2 zone. The applicant is also pursuing a variance for the minimum lot size for A-2 zoning, requesting a variance to allow the minimum lot size to be the size of her lot at 16,200 sq ft.

Applicant Summary: See Attached

September 2024 BOA Item: B
Ola M. Jordan, Applicant
Request for: **Lot Size Variance**

Applicable Regulations:

SECTION 6 **Table 6.1 Dimensional Standards and Measurements**

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%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-

Present Zoning: R-1C, Single-Family Residential

Present Use: Residential Lot

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning: and Land Use:

North: R-1C, Single-Family Residential
South: R-1C, Single-Family Residential
East: R-1C, Single-Family Residential
West: R-1C, Single-Family Residential

Letters or Concerns stated: Staff have not received any letters or concerns regarding this project as of completing this report.

Options: Recommend **approval or denial** of the variance from the minimum lot size of 43,560 sq ft for a A2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

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:

September 2024 BOA Item: B
Ola M. Jordan, Applicant
Request for: **Lot Size Variance**

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.

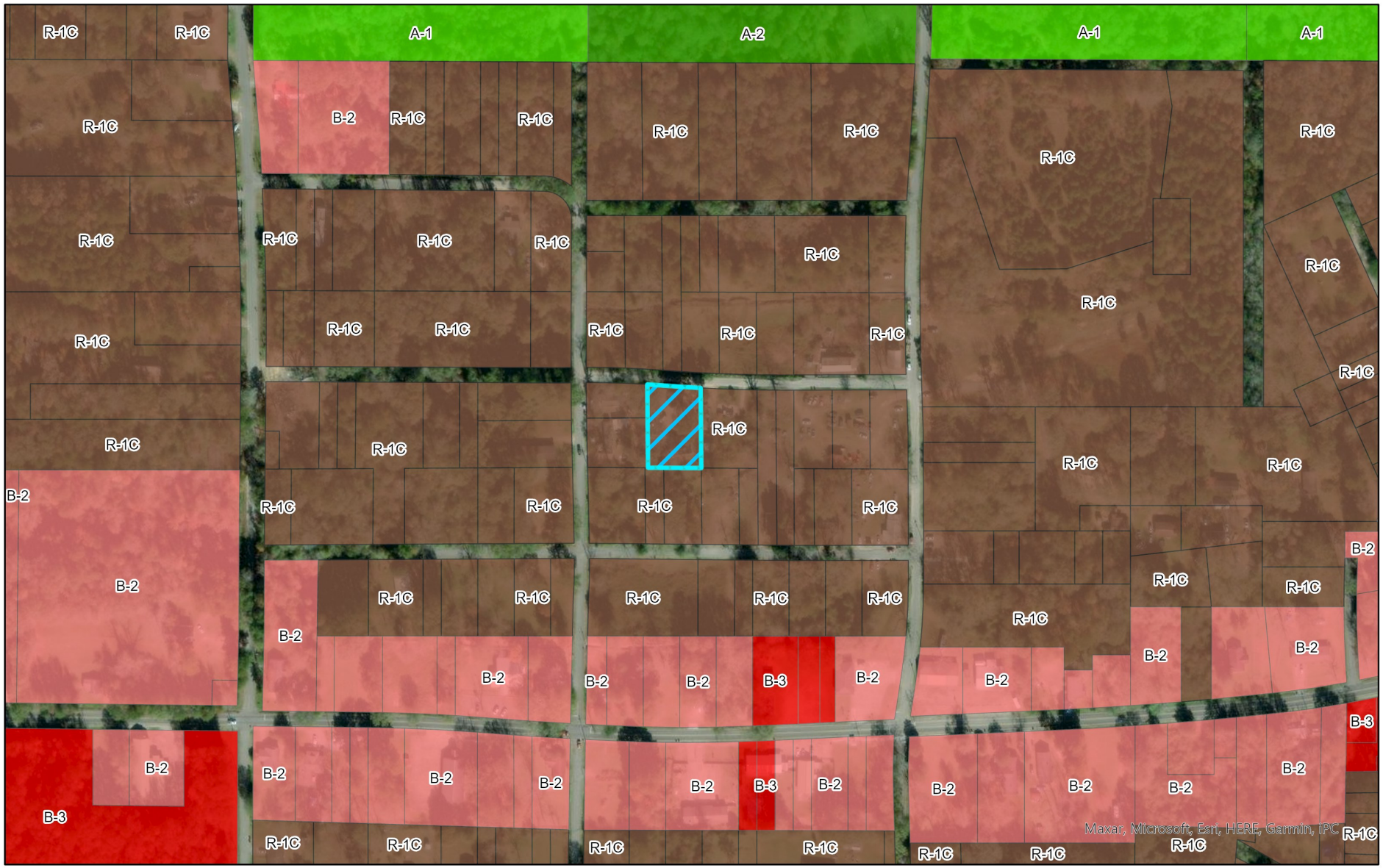
VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL

532 Cox Street — Request for reduced lot size for an A-2 Zoned Parcel

Ola M. Jordan, Applicant

Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is contingent upon approval of a rezone request to A-2 (PPIN 12368, Ward 5, Forrest County).



Zoning Map

A-1 R-1C B-3

A-2 B-2

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

0 500 Feet

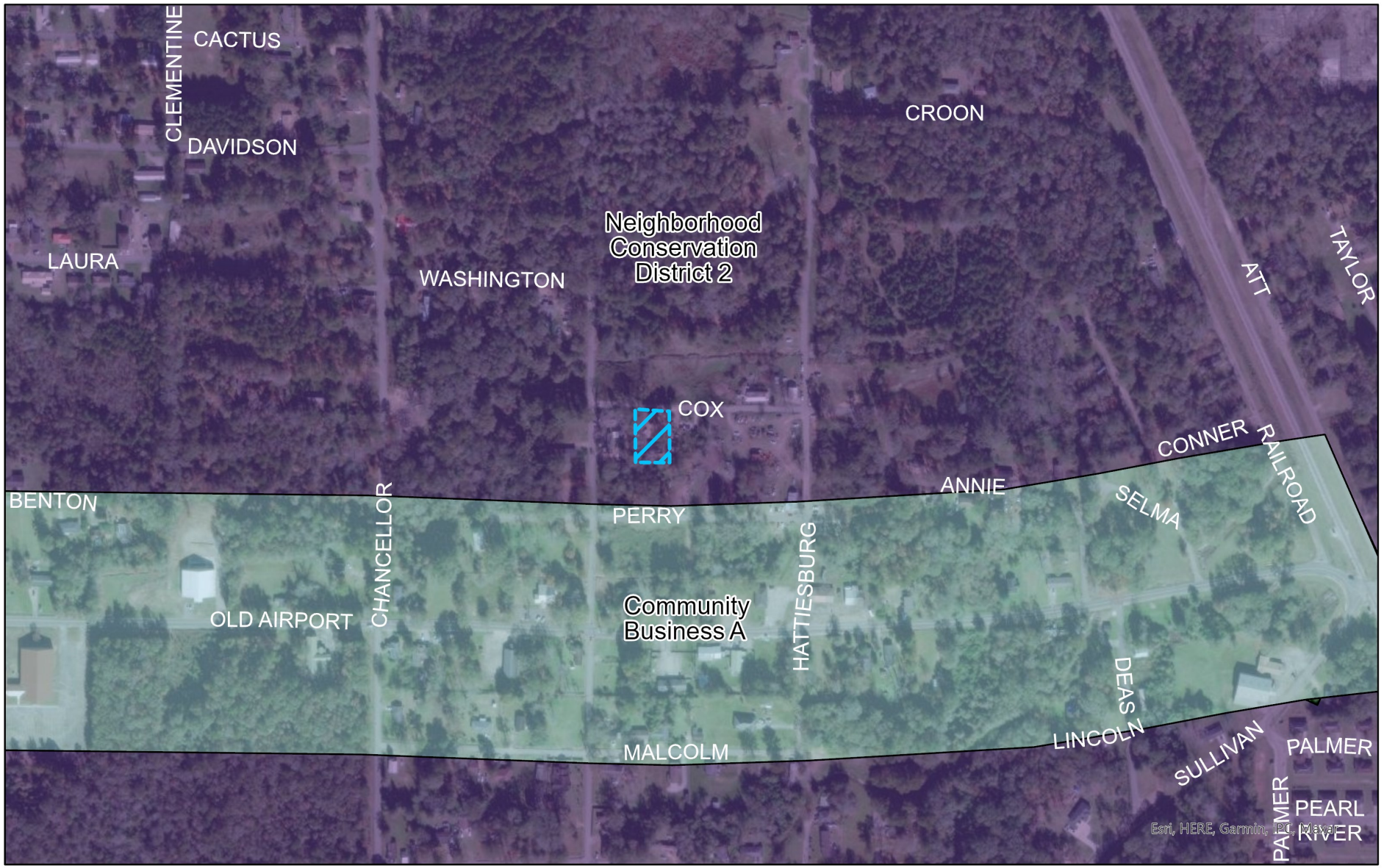
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'22"W 31°16'44"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: 8/14/2024 4:26 PM

BOA Item: B



Future Land Use Map

- Community Business A
- Neighborhood Conservation District 2

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°16'21"W 31°16'44"N

BOA Item: B

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: 8/14/2024 4:37 PM

Site Aerial

347
319
331
316
Cox St
Cox St
255
225
526
220
251
532
510
549
537
513
531
Perry St
Perry St
518

Surrounding Area

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: Ola M. Jordan

Project Name: _____

Proposed Use(s): Home

Project Street Address: 532 Cox St. Hattiesburg MS. 39401

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

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

Application for (check all appropriate types):

- [x] Variance (see below)
- [ ] Conditional Use (see below)
- [ ] Subdividing of Lot, Parcel, or Tract (see p. 12)
- [x] 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
- [x] Other: Lot Size; Reduce to 16,200ft2

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: R-1C

Proposed Zoning: A-2

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

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

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

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Ola Mae Jordan

☑Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 769 3079412 Fax: _____ Email: 532 cox st a gmail.com

Mailing Address: 532 Cox Street
Hattiesburg Mississippi 39401

Secondary:

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

_____

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

532 Cox Street (**Street Address**) Hattiesburg (**City**) Miss. (**State**),

on this the 15th day of July, 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.

---

on this the _____ day of _____, 20____.

Ola Jordan
Property Owner (print)

Ola Jordan
Property Owner (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

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 15TH day of JULY, 2024.

NOTARY PUBLIC

My Commission Expires:
JULY 23RD 2024

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at 532 Cox St Hattiesburg Miss,
Street Address **City** **State**

on this the 15th day of July, 2024

Ola Jordan
Applicant (print)

Ola Jordan
Applicant (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named OLA JORDAN,

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 15Th. day of JULY, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46349 JAMES E. HUGHES Commission Expires July 23, 2024 FORREST COUNTY

My Commission Expires:
July 23rd, 2024

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 22nd 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: September 4th 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.

$400 Zoning
$175 Variance

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.

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)

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

___ Other documents needed (per Planning Division):
___ Maps of digital billboard removal sites ___ Maps of digital billboard replacement sites
___ Documentation on measurements ___ Other:_____

X Payment to the City of Hattiesburg for filing application in the amount of $575.

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.

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.

My house burnt down in March. I own this property and have been living here over thirty years.

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

I would like to put a trailer on the property. This is what I could afford after my house burnt. There are other trailers around my ~~lot~~ land

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.

use of the property to get a trailer on my land. I own a half an acre of land.

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.

I do not believe my living arrangment will interfer with the area. I'm asking to resize area to smaller amount of space.

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:

My House burn and I dident have the money to rebeild So I get a mobile home to replace my House. I need Some where to live

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

P.O. Box 15843 - Hby

THE STATE OF MISSISSIPPI

County of Forrest

IN CONSIDERATION OF the sum of ten dollars (10.00), cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, I Dorothy Hines (single), do hereby,

sell, Convey and warrant to Ola Jordan (single)

the land described as Lots Twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of the Washington Heights, being a subdivision of the South Half of the Northeast Quarter of the Southwest Quarter (S½ of NE¼ of SW¼) of Section 26, Township 4 North, Range 13 West, as per plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

9000

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

90 OCT 11 PM 12:50

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

Jeanie C. Havard
CHANCERY CLERK

3.00

GL R

B&P SL

ADDRESS OF GRANTOR:	ADDRESS OF GRANTEE:
532 Cox Street	532 Cox Street
Hattiesburg, MS 39401	Hattiesburg, MS 39401
Home Phone (601) 583-3798	Home Phone (601) 583-3798
NO Work Phone	Work Phone (601) 268-8816

THE STATE OF MISSISSIPPI, COUNTY OF _____

Personally appeared before me, _____ of the County of _____ in said State, the within named _____ and _____ wife of said _____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at _____, Mississippi, this the _____ day of _____ A. D., 19____.

_____

_____

THE STATE OF MISSISSIPPI, COUNTY OF Forrest

Personally appeared Darrell Wallace one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named Dorothy Hines (single) ~~wife of said~~ whose name he subscribed thereto, sign and deliver the same to the said Ola Jordan ; that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Hines (Single)

Darrell Wallace
Affiant.

SWORN TO and subscribed before me at the City of Hattiesburg, Mississippi, this the 11th day of October A. D., 19 90

Pamela Faye Morris Reed
Notary Public of Forrest County, Miss.

My Commission Expires 11-16-92

PAMELA FAYE MORRIS REED NOTARY PUBLIC FORREST CO. MISS.

WARRANTY DEED

_____

_____

Filed for record _____ o'clock _____ M., on the _____ day of _____, 19____

_____, Clerk

THE STATE OF MISSISSIPPI,

_____ County.

I, _____ Clerk of the Chancery Court of said county, hereby certify that the within instrument of writing was filed in my office for record at _____ M., on the _____ day of _____ A. D., 19____ and that the same was this day recorded in Deed Record _____ on pages _____.

Witness my hand and official seal, this _____ day of _____ A. D., 19____

_____, Clerk.

_____, D. C.

FEES

Filing _____ $ .05

Indexing _____ .05

Recording _____ words _____

Certificate _____

Total _____ $ .10

Printed and for sale by
HEDERMAN BROS., Jackson, Miss.
Form 512

URBAN DEVELOPMENT
PLANNING DIVISION

313 E 3rd Street -
Economy Supply Lay

PRE-APPLICATION MEETING SUMMARY

Thursday, July 11th, 2024

STAFF PRESENT:
Cory Long, Nathan Satcher, Jerald Little, Shawn Whitaker, Blake Michaels, Meridian McDaniel.

APPLICANT Present:
Name: Ola Jordan
Business: 532 Cox Street

PROJECT ADDRESS/LOCATION:
Address: 532 Cox Street
Zoning: R-1C

CASE TYPE:
Zoning Change for Mobile Home

SPECIAL DISTRICT:
☐Flood Zone ☐Historic District
☐Form-Based District

PROJECT SUMMARY:

- Applicant Summary
  - Had a house fire in March and trying to get housing taken care of—Zoning is what is causing a problem. Mobile homes only allowed in agricultural zones. Already have purchased it and trying to find somewhere to be able to put it—either at this property or another property.
- Planning
  - HUD standards for mobile homes. Housing is built under international building codes.
  - Property is 0.39 acres
  - Variance for lot size (from requirement of 1 Acre) and zoning request to A2
  - Planning has been talking about an overlay to allow for mobile homes in Palmers Crossing area but no action has been taken as of today.
- Building
- Engineering
- Fire

NEXT STEPS:

- Additional information
  - Zoning Change and Variance Applications deadline is July 22nd by 5pm to be put on the agenda for the September 4th Planning Commission/Board of Adjustment. Bring applications to Planning Division Office (2nd floor of City Hall- 200 Forrest St.)
    - Zoning Change- Planning Commission @ 1:00
    - Variance Request- Board of Adjustment @3:30
  - Zoning Change/Variance Application fee waiver, if applied for, goes to the Director of Urban Development, Wiley Quinn.
  - Planning Commission and Board of Adjustments and recommendations will go to City Council, who will vote on the items on:

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

- September 16 at 4:00pm (Public Hearing portion)
- September 17 at 5:00pm (Official Vote)

- Permits
  - If Zoning Change and Variance Requests are approved, building permits would be required and would be the next step.

APPLICATIONS REQUIRED:

☐	Site Plan Review Checklist and Application	☐	Conditional Use Application
☒	Public Hearing Application	☐	Street/Alley Closing
☒	Variance Application	☐	Major Subdivision
☒	Rezone Application	☐	Minor Subdivision
☐	Certificate of Appropriateness (Historic)	☐	Building Permit Application

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

Do you approve or Disapprove
of me putting a Mobile Home
On the property of 532 Cox St.
For Ola Jordan

Yes I Approve my name is
Johnny Lee Jones

526 Cox St Hattiesburg Miss
39401

Do you approve or Disapprove of me putting a mobile Home on the property of 532 Cox St. for Ola Jordan

Willim E Moore yes I Approve
251 northwashton ST.

Do you approved or Disapprove
of me putting a Mobile Home
on the property of 532 Cox
St. for Ola Jordan
Russell Coleman Yes I agree
225 N WASHINGTON AVE

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
2. Richard Conville
3. John Eye
4. Brandon E. Williams
5. Eric Boney
6. Herman Dungan

Members Absent:

1. Stacey Ready
2. James Trussell
3. James Hughes
4. Shawn Harris, Chair
5. Jessica Cathey

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I

Vice Chair Green declared the Board of Adjustment meeting open and in session at 3:30p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Brandon E.J. Williams to approve the agenda

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

MINUTES REVIEW

The minutes from July were discussed and no changes were made.

Motion:

Made by Brandon E.J. Williams.

Second:

Made by Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			
Brandon Williams	X		
Stacey Ready			
Eric Boney	X		
Herman Dungan	X		
James Trussell			
Bruce Betts			
Jessica Cathy			

PLANNING REPORT

The Planning Division staff gave a report. Updated Board of Adjustment on Night Off Broadway event from August 30th and the tactical urbanism demonstrations, site inspections and common

issues that the planning division is finding, and the potential for training series for BOA and HPC.

CHAIR'S REPORT

No report from the vice chair.

INTRODUCTIONS

Board of Adjustment members and Staff introduced themselves.

Item A:

1. Kerri McAlpin Little, applicant, Charlie Holder, applicant, and Mary Bryant, representative, requests a variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

Discussion and Vote:

Staff introduced the case. Kerri McAlpin Little presented on behalf of the application.

Presented by:

1. Kerri McAlpin Little

Proponents:

1. None

Opponents:

1. None

Motion:

Herman Dungan motioned to deny variance (for not meeting any of the basis for approval).

Second:

Made by John Eye

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		

Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

Item B:

1. Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is contingent upon approval of a rezone request to A-2 (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

Staff introduced the case. Rorminea Williams and Ola Jordan presented on behalf of the application.

Presented by:

1. Rorminea Williams
2. Ola Jordan

Proponents:

1. None

Opponents:

1. None

Motion:

Eric Boney motioned to approve the variance (Basis of hardship and special privilege).

Second:

Made by Brandon Williams.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

OTHER BUSINESS

No other business came before the Board of Adjustment.

Adjournment:

The meeting was adjourned at 4:38 p.m.

Motion:

Made by Herman Dungan

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
Shawn Harris			ABSENT
John Eye	X		
James Trussell			ABSENT
Brandon E. Williams	X		
Eric Boney	X		
Richard Conville	X		
Stacey Ready			ABSENT
Herman Dungan	X		
Jessica Cathey			ABSENT
Bernard Green	X		
James Hughes			ABSENT

_____

Shawn Harris, Chair

_____

Cory Long, AICP, Planning Division Manager

September HPC Item: B & C
Ta'Dren Kennedy, Owner
Request for: **Zoning Change From B-2 to R-1B**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Ta'Dren Kennedy, applicant

Address of Property:	**County:**	**PPIN:**	**Ward:**
800 W 7th Street	Forrest	23500	2

Request: **Item B: Request for Rezoning — B-2 (Neighborhood Business) to R-1B (Single-Family Residential) and**

Item C: Plat Modification and Preliminary Plat Approval for a major subdivision

Purpose of Request: Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, requests approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th. The applicant also requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots for a major subdivision (PPIN 23500, Ward 2, Forrest County).

History / Background: The applicant met with staff in a pre-application to discuss the division of the property into 6 or 7 separate lots for single-family residential homes. The dimensional layout of the proposed subdivision, in either layout, would require a minimum of an R-1B zoning, which the applicant is proposing to rezone the property to. The current zoning does not allow for the use of the property as "dwelling, single-family residential" by right.

In 2021, the property was rezoned from R-1C to B-2 by the property owner in order to make the property more marketable. Staff have reviewed several proposals for commercial entities for the property since then, but none have moved forward to formal site plan review and approval.

Prior to that, the property was approved for a Planned Unit Development in 2005 and zoned to R-1C, which also was never developed on the property.

The proposed subdivision would be considered "infill" development, where no new streets would be required. Sidewalks would need to be established, but no new water/sewer utilities would need to be dedicated to the City of Hattiesburg for this subdivision. The property is also within a platted subdivision and is required to follow the requirements of Miss. Code Ann. § 17-1-23, which allows a request to be petitioned to the city council for modification.

Applicant Summary: * See Attached *

SECTION 4 **Zoning Districts Established**

B-2 Neighborhood Business: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

R-1B Residential District: The purpose of the R-1B 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			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20

September HPC Item: B & C
Ta'Dren Kennedy, Applicant
Request for: **Zoning Change From B-2 to R-1B**

SECTION 12 **Process and Procedures**

Categories of Development Approvals

12.3.2 Preliminary Plat Approval for Major Subdivisions

12.3.2.1 Approval Criteria.

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

12.3.2.4 Final Plat.

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

12.3.2.5 Recording.

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

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.

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: B-2 Neighborhood Business

Present Use: Vacant Land

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning:
North: I-1 Light Industrial
South: R-1B Single-Family Residential
East: B-2 Neighborhood Business
West: B-2 Neighborhood Business

Letters or Concerns stated: The Planning Division has not received any letters or concerns as or finalizing this report.

September HPC Item: B & C
Ta'Dren Kennedy, Applicant
Request for: **Zoning Change From B-2 to R-1B**

Option:

Item B: Recommend **approving** or **denying** of the request for a Zoning Change

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

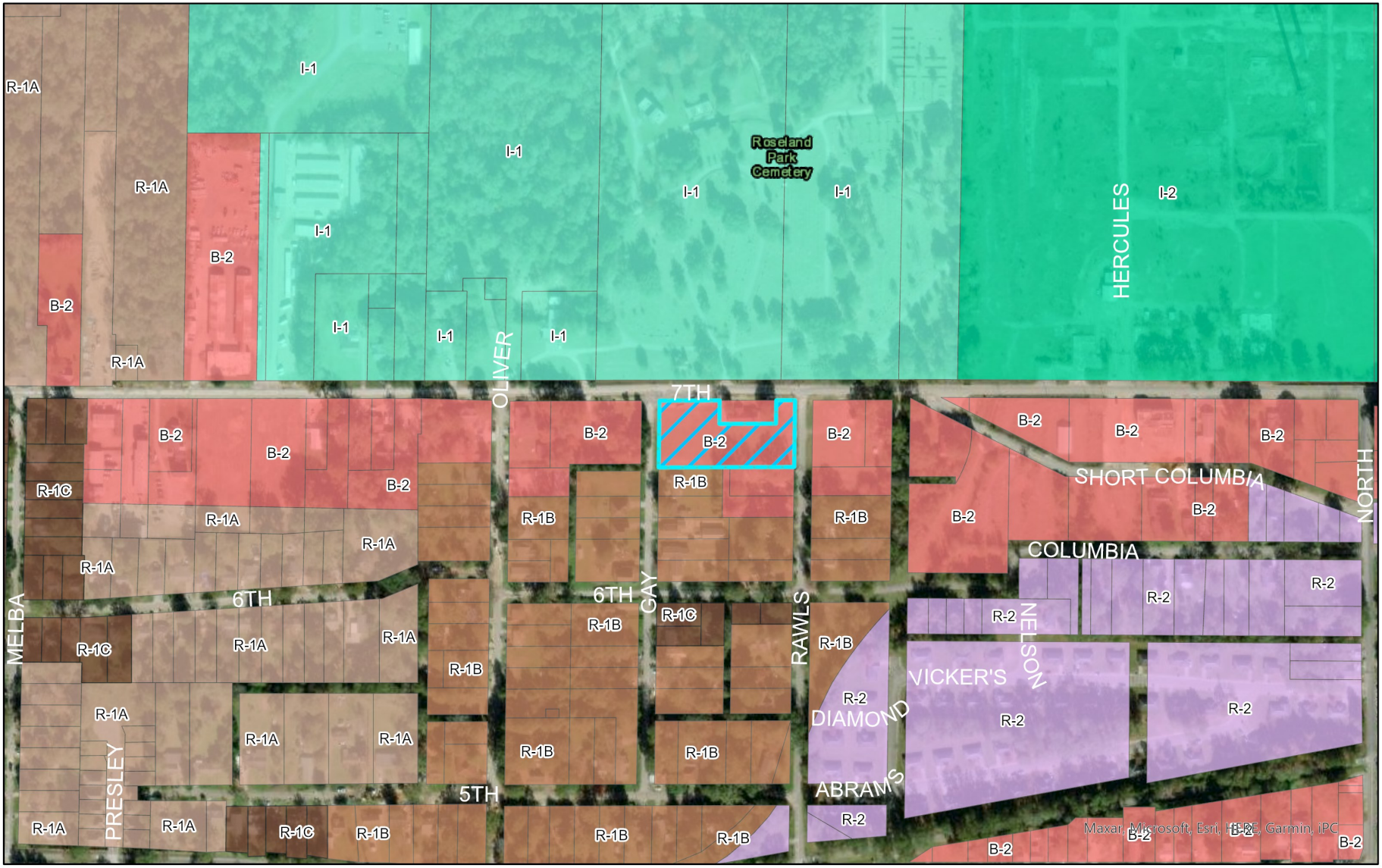
Item C: Recommend **approving or denying** the request to alter the platted subdivision and subdivide the property into 7 single-family residential lots.

SUBJECT PARCEL

800 W 7th Street — Zoning Change Request

Ta'Dren Kennedy, Owner, Charles Bolton, Representative, and Shea McNease, Engineer

Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, requests approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th. The applicant also requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots for a major subdivision (PPIN 23500, Ward 2, Forrest County).



Zoning Map

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

Rezone request from B-2 to R-1B
and Request for a Major Subdivision
~800 W 7th Street
PPIN: 23500
Flood Zone: X
Ward 2, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'43"W 31°20'7"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: 8/14/2024 4:46 PM

HPC Item: B & C

Future Land Use Map

- Industrial 2
- Neighborhood Business
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2

Rezone request from B-2 to R-1B
and Request for a Major Subdivision
~800 W 7th Street
PPIN: 23500
Flood Zone: X
Ward 2, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'43"W 31°20'7"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: 8/14/2024 4:47 PM

HPC Item: B & C

Site Aerial

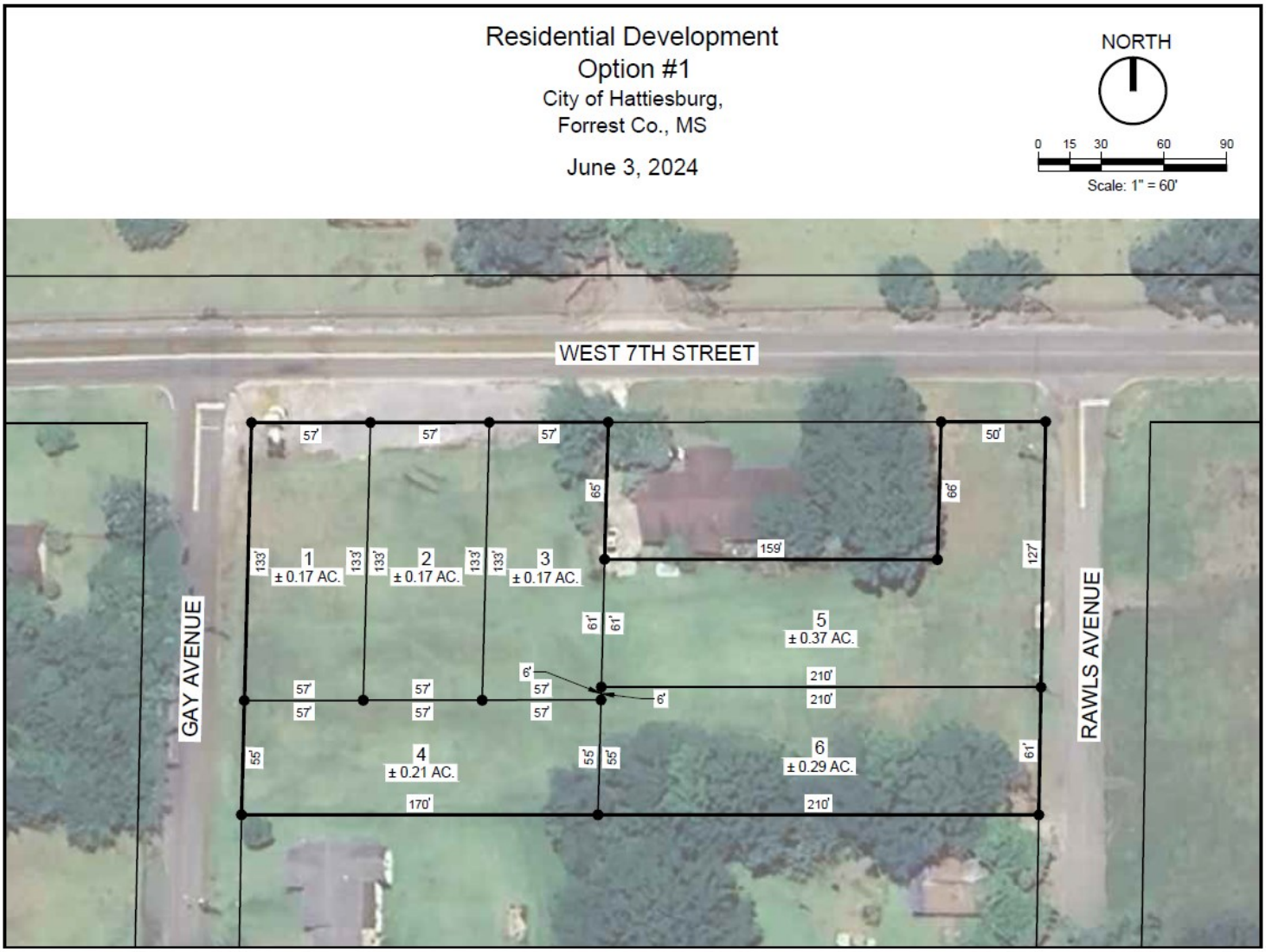
W 7th St
Gay Ave
Rawls Ave
1202
903
802
806
702
102
101
107
103
113
105
110
119
118

Surrounding Area

Surrounding Area

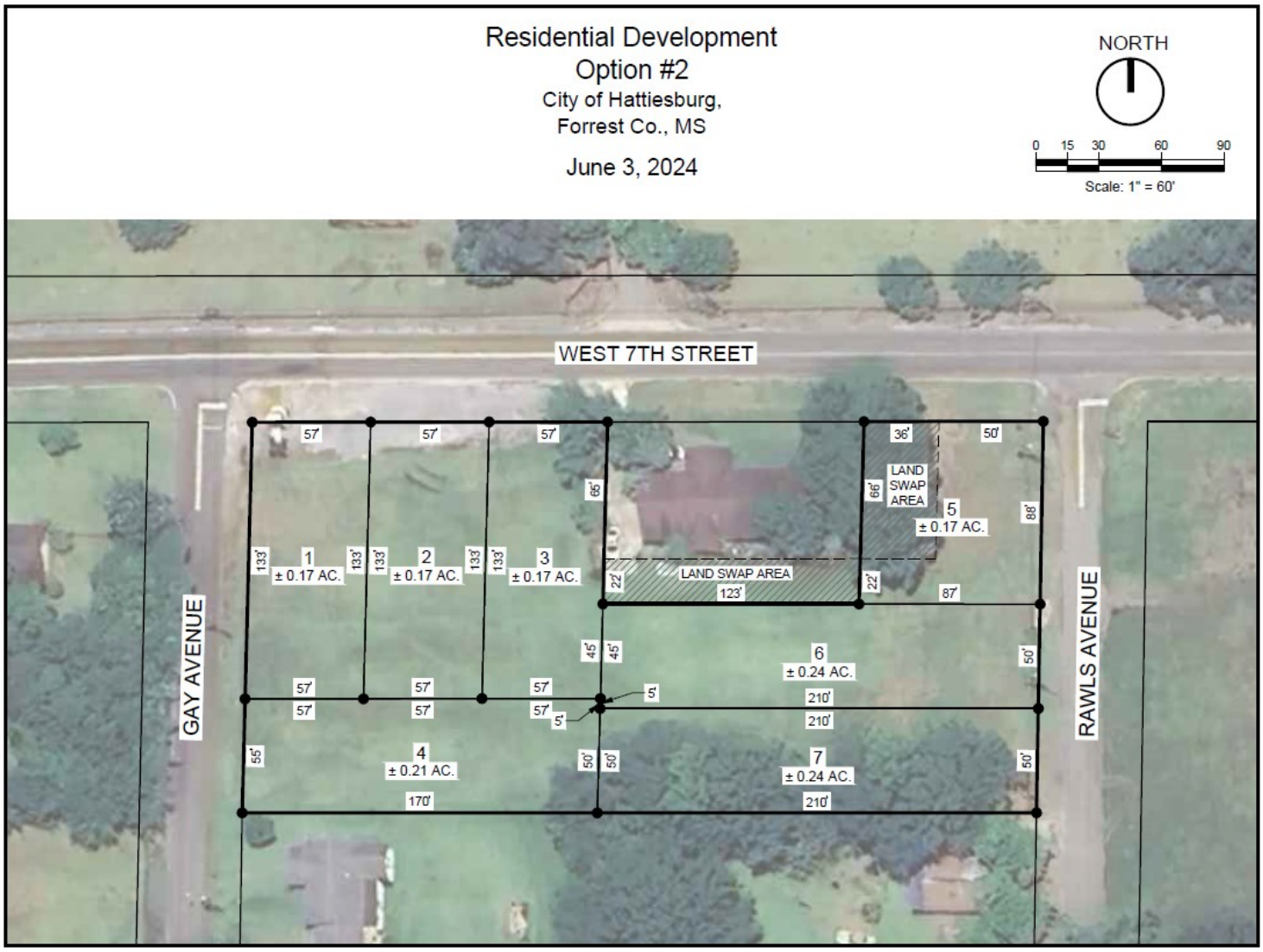
Proposed Subdivision— Option 1

Divide into 6 lots



Proposed Subdivision— Option 2

Divide into 7 lots



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: TA'DREN KENNEDY
Project Name: _____
Proposed Use(s): SINGLE FAMILY RESIDENTIAL
Project Street Address: 800 W. 7TH STREET
PPIN Number(s) (if unknown, can be found on tax receipt): 23500

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

Application for (check all appropriate types):

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

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

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

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: B-2
Proposed Zoning: R1B

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: ZONE-0773-2024
Code Sections: SUBD-724-0019
LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

Name: CHARLES BOLTON

☒

Phone: (601) 402-1563 Email: charlesbolton1956@gmail.com

Mailing Address: 920 SOUTH 34TH AVENUE
HATTIESBURG, MS 39402

Name: SHEA McNEASE, P.E.

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☒Engineer

☐Other (please specify)

Phone: (601) 544-1821 Fax: Email: shea@sd-w.com

Mailing Address: 301 2ND AVENUE
HATTIESBURG, MS 39401

Other(s):

Name: Tadren Kennedy

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify):

Phone: 601-270-4948 Fax: Email: ~~tadren~~ tadren.kennedy@eagles.usm.edu

Mailing Address: 920 S. 34th Ave
Hattiesburg, MS 39402

Name:

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify):

Phone: Fax: Email:

Mailing Address:

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: 6/17/24 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: 8/7/24 Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: _____ Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): _____ Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): _____ Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change*
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

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

___ Site & Design Review Committee, if needed.

___ 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.

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 860 W. 7TH STREET (**Street Address**) HATTIESBURG (**City**) MS (**State**),

on this the _____ day of _____, 20___.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.
CHARLES BOLTON AND SHEA MCNEASE, P.E.

on this the _____ day of _____, 20___.

Tadren Kennedy
Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of July, 20 24.

Shannon McConnell
NOTARY PUBLIC

My Commission Expires:
August 31, 2026

SHANNON MCCONNELL Commission Expires 08-31-2026 NOTARY PUBLIC ID 335724 Forrest County STATE OF MISSISSIPPI

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 800 W 7th street Hattiesburg MS (23500)
Street Address **City** **State**

on this the 26th day of July, 2024

CHARLES BOLTON
Applicant (print)

Applicant (signature)

STATE OF Hattiesburg
COUNTY OF Forrest

Personally came and appeared before me, the within named Charles Bolton,
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 7/26/2024 day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:
9/13/2027

STATE OF MISSISSIPPI VALERIE PATTERSON NOTARY PUBLIC FORREST COUNTY My commission expires September 13, 2027 Commission number 379921

FOR RE-ZONING APPLICANTS:

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

☒ There was a mistake in the original zoning.

☐ The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning.

☐ Annexation.

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

THE SUBJECT PROPERTY WAS ORIGINALLY PLATTED AS A RESIDENTIAL SUBDIVISION. THE SURROUNDING AREA IS PRIMARILY SINGLE FAMILY RESIDENTIAL, WHICH IS THE DEVELOPERS INTENDED USE FOR THE SUBJECT PROPERTY. THEREFORE, THE REQUEST IS TO CHANGE THE ZONING FROM B-2 TO R-1B.

1.38

7,500 ft²

50 ft.

PREVIOUSLY RESIDENTIAL/VACANT LOT

7

	New lot size in square footage and/or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)		Staff – Lot area & frontage requirements comply?	
					Yes	No
	0.17 A	Y	N	W. 7TH ST.		
	0.17 A	Y	N	W. 7TH ST.		
	0.17 A	Y	N	W. 7TH ST		
	0.21 A	Y	N	GAY AVE.		
	0.17 A	Y	N	W. 7TH ST.		
	0.24 A	Y	N	RAWLS AVE.		
	0.24 A	Y	N	RAWLS AVE.		
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						
	1.37	Total square footage of new lots (verify total matches existing parcel prior to splits)				

2 Infrastructure required.

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

NAME OF RECORDED SUBDIVISION TO BE ALTERED:

RAWL'S ADDITION TO THE CITY OF HATTIESBURG

I am writing to formally submit my application for approval of a subdivision alteration as per the requirements outlined in Mississippi State Code 17-1-23, Section 4. I have diligently complied with the provisions of this statute by identifying and notifying individuals who may be adversely affected or directly interested in the proposed alteration.

Below is a summary of the steps required to meet the requirements of Mississippi State Code 17-1-23 for alteration of a plat:

1. Identification of Affected Individuals: I have thoroughly documented and named all persons who would be adversely affected by or directly interested in the proposed subdivision alteration.
2. Notification of Proposed Changes: Before initiating any action regarding the alteration, I have ensured that the parties named are made aware of the proposed changes.
3. Obtaining Written Agreement: I have obtained written agreements to the vacation or alteration from all affected individuals, as required by the statute.

I have also submitted the following with this application:

- ☐ List of persons who are adversely affected or otherwise directly interested in the alteration of the subdivision
- ☐ Written agreements from the persons identified approving the proposed alteration
- ☐ Proposed alteration to the subdivision, drawn to scale.

Enclosed with this application, you will find comprehensive documentation supporting my compliance with Mississippi State Code 17-1-23, Section 4. This includes a list of individuals adversely affected or directly interested in the proposed subdivision alteration, along with copies of their written agreements to the vacation or alteration.

I attest that I have met the requirements above for the alteration of a recorded subdivision in the State of Mississippi and the City of Hattiesburg as outlined in MS State Code 17-1-23.

Signature _____ Date 7-26-24

Identification of Persons Adversely Affected or Directly Interested in Proposed Subdivision Alteration

Name of Subdivision being altered: RAWLS ADDITION TO THE CITY OF HATTIESBURG

Address and PPIN of alteration in subdivision: 800 W. 7TH STREET (PPIN 23500)

	Name	Address	Phone Number	Approve of Proposed Alteration (Yes or No)	Signature
1	Lynnell Gryjen	903 W. 7th Street	601-583-2577	Yes	Lynnell Gryjen
2	MARY T. BAKER	104 GAY AVENUE	601 310-2579	Yes	Mary T Baker
3	Eleanor Green	907 RAWLS St	[redacted]	YES	Eleanor Green
4	Marilyn C Livingston	409 COURT ST.	601-549-8941	Yes	Marilyn C Livingston
5	Olivia Powell	101 Gay Ave.	601-466-4929	yes	Olivia Powell
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

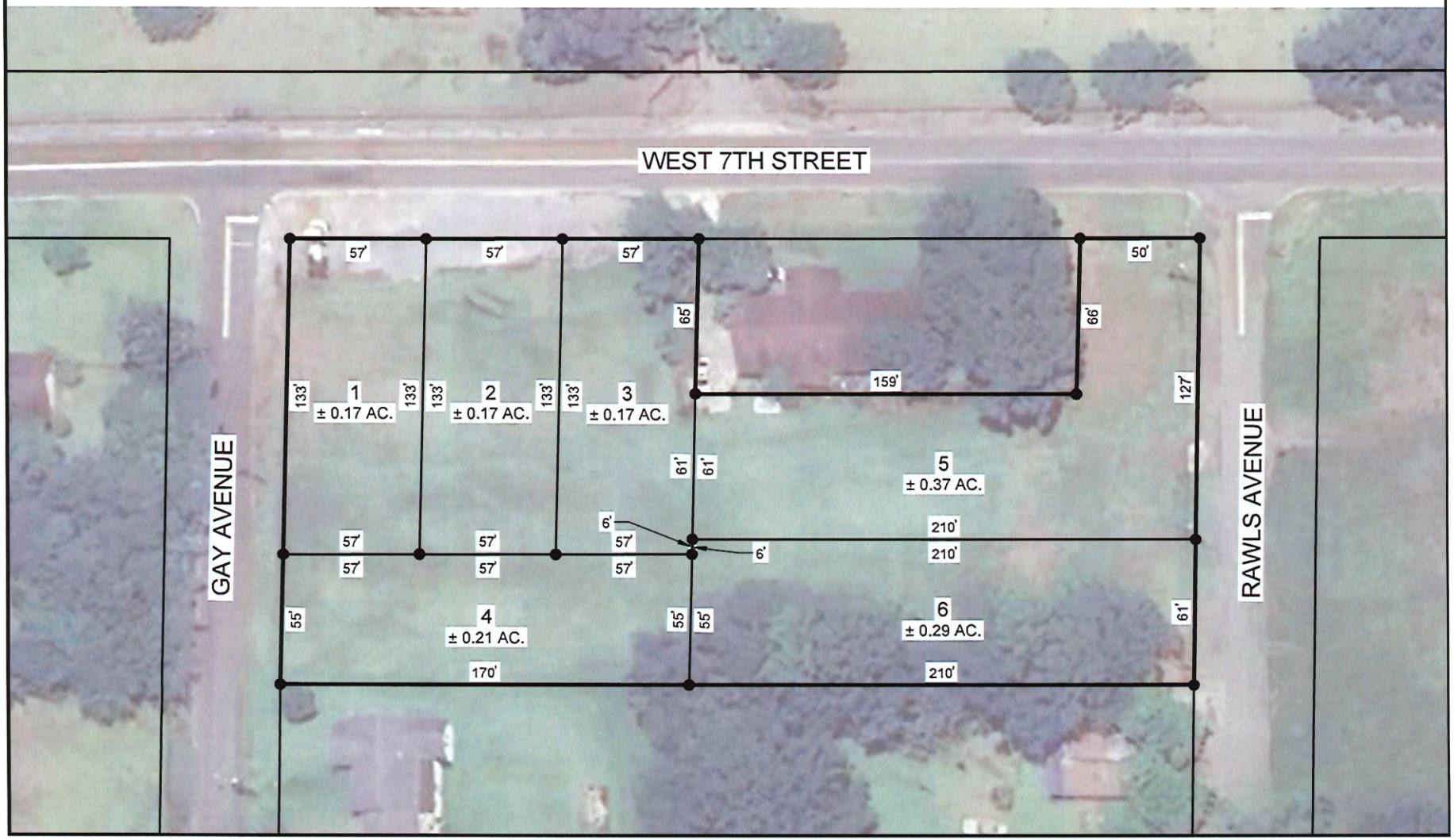
Residential Development
Option #1
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



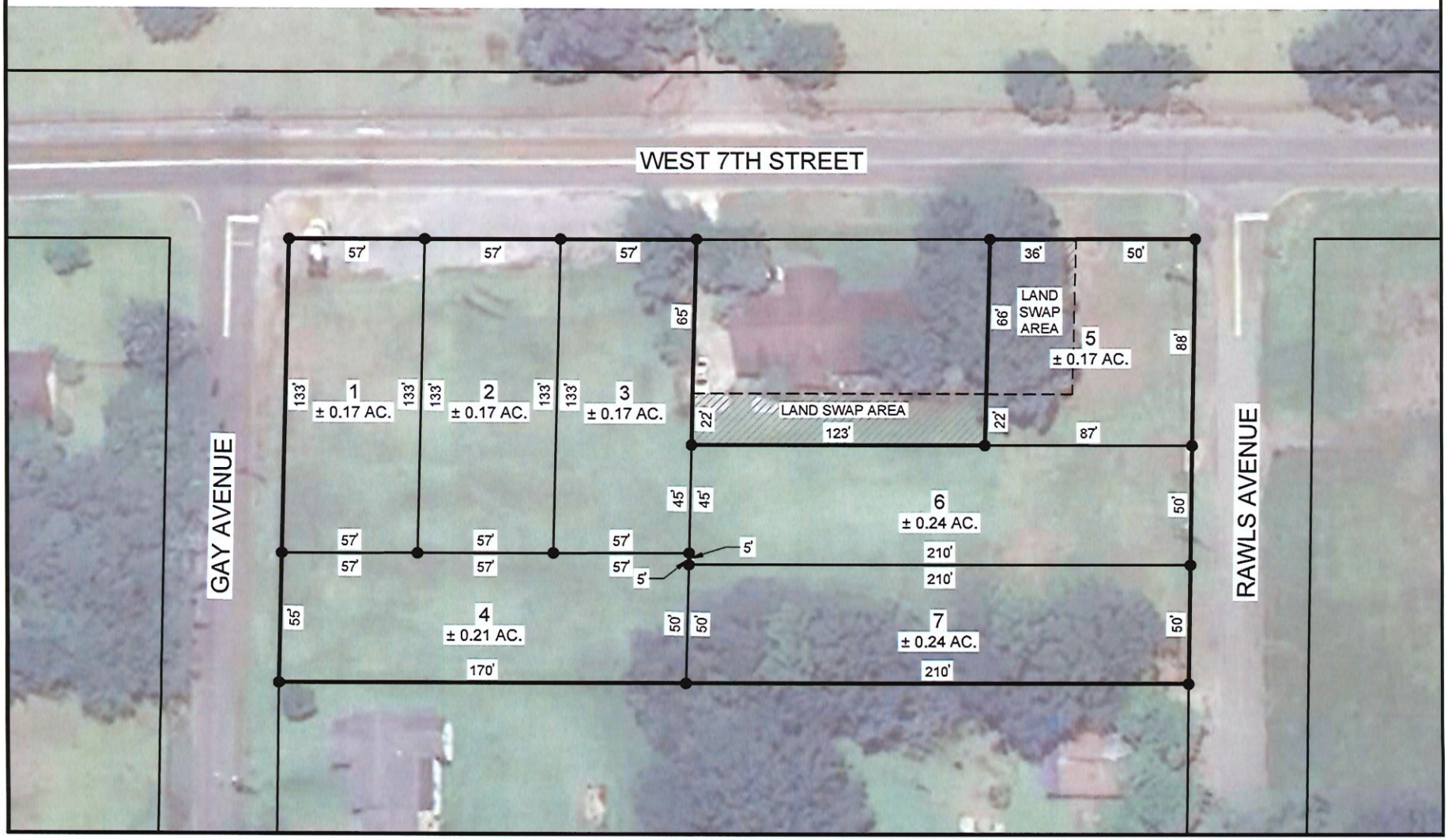
Residential Development
Option #2
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



I certify this to be a true and correct copy of the original
GVT 7/26/24

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in part of Lots 1-6, Block 2, R.E. Rawls First Survey, City of Hattiesburg, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

DAMEINE WILSON and wife, ERICA WILSON
508 Old Progress Road
Moselle, MS 39459
(601) 520-8844

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

TADREN KENNEDY
920 S 34th Avenue
Hattiesburg, MS 39402
(601) 270-4948

the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lots 1 through 6 in Block 2 of the R. E. Rawls First Survey to the City of Hattiesburg, Forrest County, Mississippi, as the same is shown by plat thereof on file in the office of the Chancery Clerk of said County and State, and vacated alley in said Block lying between said Lots 3 and 4, and the North 12.5 feet of vacated alley running East and West through said Block 2; all together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT: A part and parcel of Lots 2, 3 and 4 of Block 2 of Rawls First Survey in the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows: Begin at the Northeast corner of said Lot 2 and run South for 65.7

feet; thence run West for 158.7 feet; thence run North 65.7 feet; thence run East for 158.7 feet to the point of beginning.

Grantor and Grantee shall pro-rate county and state ad valorem taxes for 2024.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to that Resolution by the City of Hattiesburg of Condemnation of Unsafe and Dilapidated Property recorded in Land Deed Book 893 at Page 328 in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS OUR SIGNATURES on this 26th day of July, 2024.

DAMEINE WILSON

ERICA WILSON

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of July, A.D., 2024, within my jurisdiction, the within named **Dameine Wilson** and **Erica Wilson**, who acknowledged that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
GRAHAM K. THOMAS
NOTARY PUBLIC
Lamar County
Commission Expires
May 24, 2025
COMMISSION NUMBER 291191

File No. 24-04-269

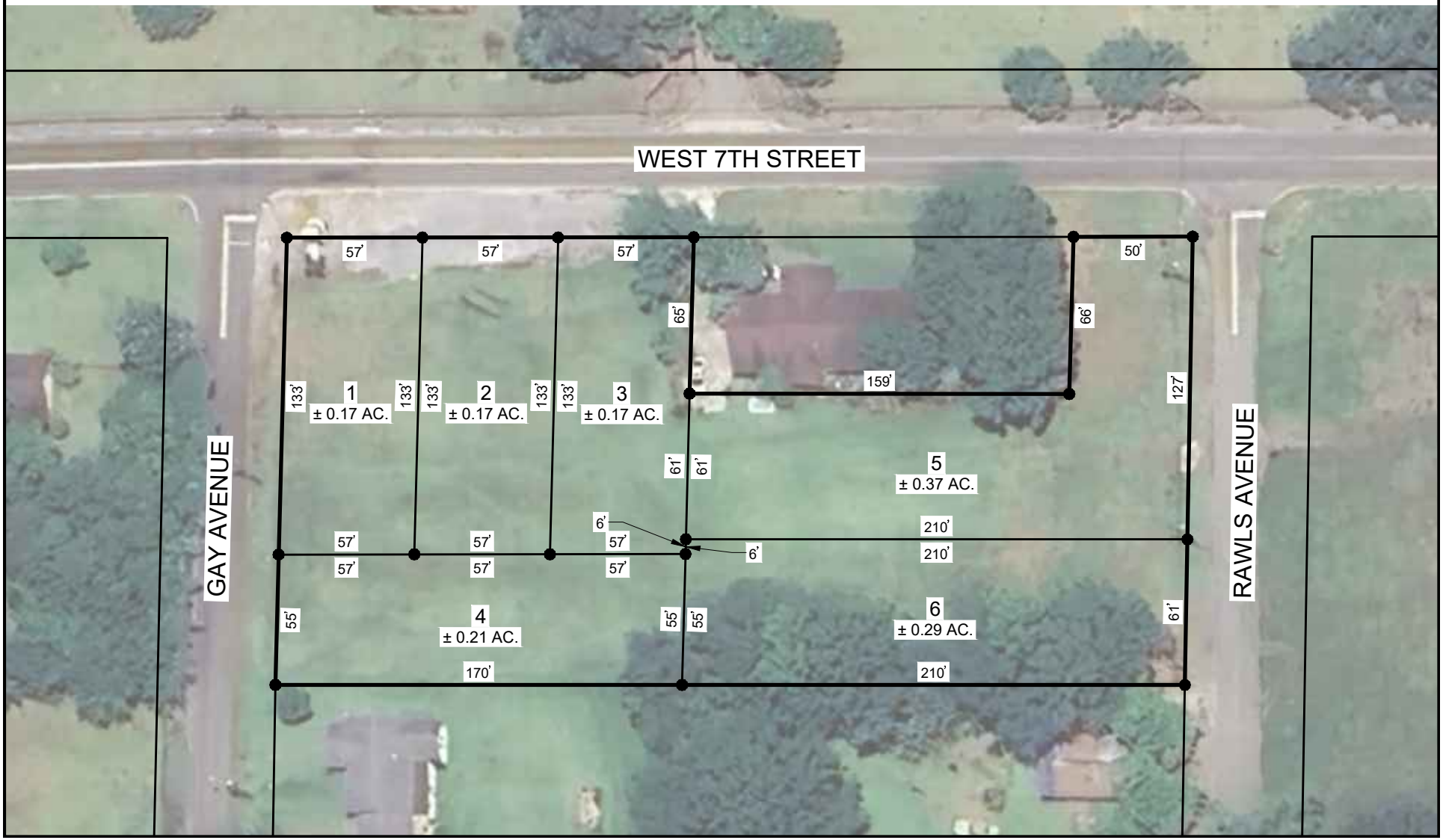
Residential Development
Option #1
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



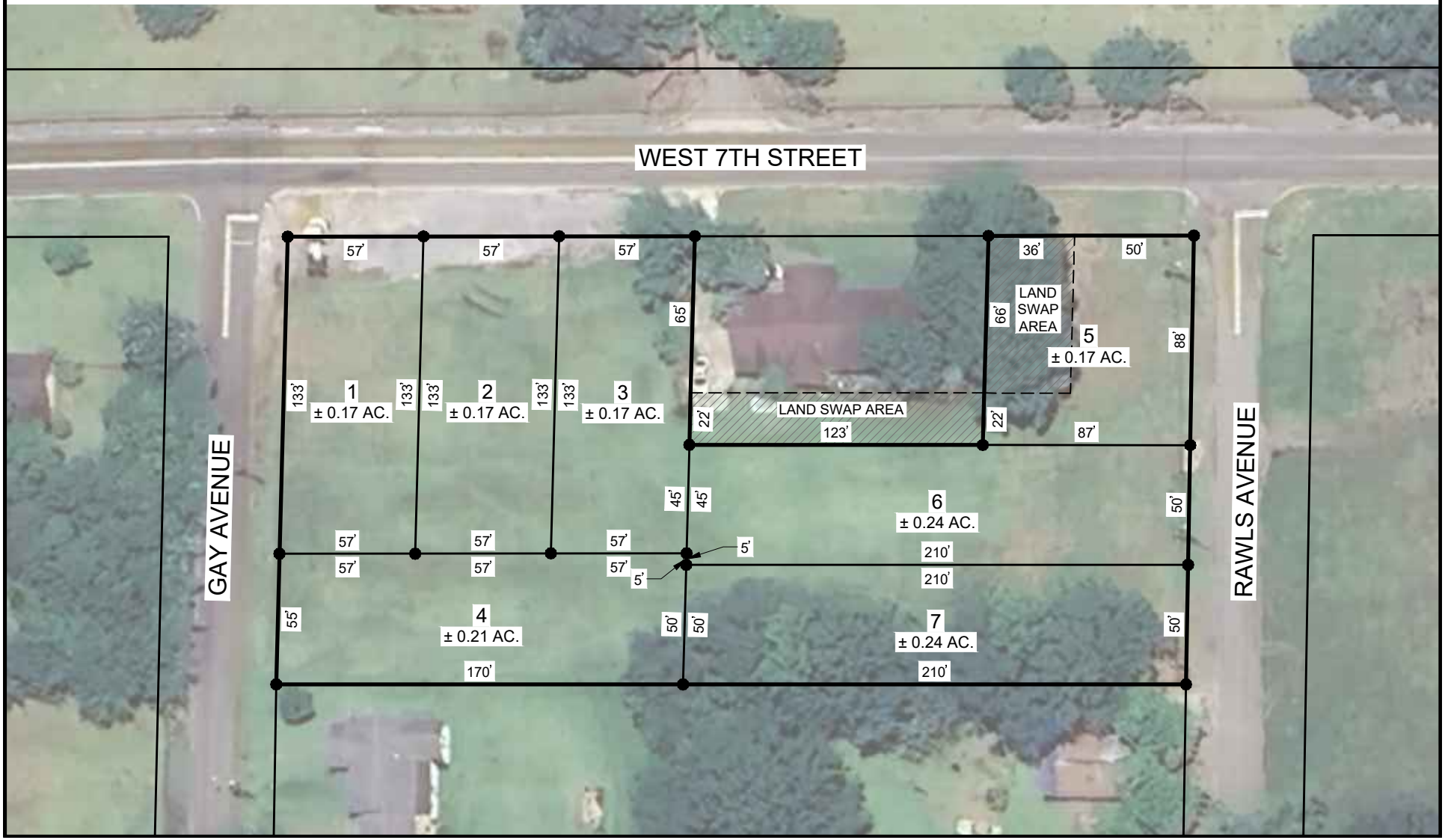
Residential Development
Option #2
City of Hattiesburg,
Forrest Co., MS

June 3, 2024

NORTH

0 15 30 60 90

Scale: 1" = 60'



MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

September 4th, 2024

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

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

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

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

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett**.**

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

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	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the "Village at the Beverly," which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:
- Ming Ming Lin

Proponents:
- None

Opponents:
- None

Motion:
Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:
Made by Commissioner Lockett

Vote:

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

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

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

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

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

1. **Item C1: Major Subdivision Request** – Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

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	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

A. **Old Business (Tabled from June 2024 Meeting) 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.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

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

Motion:

Made by Commissioner Conville to accept changes and 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			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:
The meeting was adjourned at 3:18 p.m.

Motion:
Made by Commissioner Pruitt

Second:
Made by Commissioner Pickett

Vote:

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

_____
Rebekah Ray, Secretary

_____
Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Adopt a Resolution approving and authorizing the execution of assignment of the TIF Development Agreement dated March 5, 2013, as amended on July 5, 2016, between the City of Hattiesburg, Mississippi and Whispering Pines Retirement Community, LLC related to the City's Tax Increment Financing Plan (Whispering Pines Retirement Community Project 2012) to VH Development, LLC, and for related purposes.**
File Number: 2024-485
Minute Book #

Summary
Adopt a Resolution approving and authorizing the execution of assignment of the TIF Development Agreement dated March 5, 2013, as amended on July 5, 2016, between the City of Hattiesburg, Mississippi and Whispering Pines Retirement Community, LLC related to the City's Tax Increment Financing Plan (Whispering Pines Retirement Community Project 2012) to VH Development, LLC, and for related purposes.

Recommendation Statement
I recommend that this item be approved.

Please place this on the September 17, 2024 City Council meeting for consideration.

ASSIGNMENT OF
THE DEVELOPMENT AGREEMENT
DATED MARCH 5, 2013, AS AMENDED ON JULY 5, 2016
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND WHISPERING PINES RETIREMENT COMMUNITY, LLC

WHEREAS, on March 5, 2013, the Mayor and City Council (the "*Governing Body*") of the City of Hattiesburg, Mississippi (the "*City*") approved and entered into a Development Agreement (the "*Original Development Agreement*") dated March 5, 2013, by and between the City and the Whispering Pines Retirement Community, LLC (the "*Original Developer*"), which Development Agreement was entered into in connection with the City's Tax Increment Financing Plan (Whispering Pines Retirement Community Project 2012) (the "*TIF Plan*"); and

WHEREAS, the City and Developer approved and entered into the First Addendum to the Development Agreement, dated July 5, 2016 (the "*First Addendum*", and together with the Original Development Agreement, the "*Development Agreement*"), in order to clarify and confirm the financing and security structure the City intended to secure the issuance of TIF bonds issued pursuant to the TIF Plan; and

WHEREAS, the City issued its $3,021,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project), dated August 10, 2016 (the "*TIF Bonds*"), and used the proceeds thereof to finance the costs of constructing Infrastructure Improvements (as defined in the TIF Plan), funding a debt service reserve fund and paying the costs of issuance for the TIF Bonds; and

WHEREAS, as part of a corporate reorganization of the Original Developer, the Original Developer desires to assign the Development Agreement to a related party, VH Development, LLC ("*VH Development*"); and

WHEREAS, the City and Original Developer agree that all provisions of the Original Development Agreement have been met by both parties and that the only obligation of the City left is payment from the 2016 Bonds Reserve Fund and the Tax Increment Surplus Fund (as both are defined in the Bond Resolution of the City, dated July 5, 2016, as amended August 2, 2016) of Approved Eligible Costs (as defined in the Development Agreement) upon the maturity of the TIF Bonds to the Original Developer; and

WHEREAS, the City and the Original Developer agree that such payment of Approved Eligible Costs shall be made to VH Development, as the assignee of the Original Developer.

NOW THEREFOR, that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

Section One. Definitions. All capitalized terms used in this Assignment of Development Agreement, but not otherwise defined herein, are given the meanings set forth in the Development Agreement.

Section Two. Assignment and Assumption. Original Developer hereby assigns and transfers to VH Development the Development Agreement and VH Development hereby accepts such assignment of the Development Agreement.

Section Three. Consent. Pursuant to Section 6(h) of the Development Agreement, the City hereby acknowledges and consents to the assignment of the Original Development Agreement to VH Development pursuant to this Assignment of Development Agreement.

Section Four. Governing Law. This Assignment of Development Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section Five. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed as original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereby have caused this Assignment of the Development Agreement to be duly executed this ____ day of September 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

ATTEST

_____
City Clerk

WHISPERING PINES RETIREMENT COMMUNITY, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted by:

VH Development, LLC

By: _____
Name: _____
Title: _____

The Mayor and the City Council (the "*Governing Body*") of the City of Hattiesburg, Mississippi (the "*City*"), acting for and on behalf of the City, took up for consideration the matter of the approval of an assignment of a development agreement in connection with the City's Tax Increment Financing Plan (Whispering Pines Retirement Community Project 2012) (the "*TIF Plan*") and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT ASSIGNMENT OF THE DEVELOPMENT AGREEMENT DATED MARCH 5, 2013, AS AMENDED ON JULY 5, 2016, BETWEEN THE CITY OF HATTIESBURG MISSISSIPPI AND WHISPERING PINES RETIREMENT COMMUNITY, LLC RELATING TO THE CITY'S TAX INCREMENT FINANCING PLAN (WHISPERING PINES RETIREMENT COMMUNITY PROJECT 2012) AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Section 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the "*Act*"), authorizes municipalities and counties in the State of Mississippi (the "*State*") to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing as set forth in detail in the Act;

WHEREAS, on the 18th day of September 2012, the Governing Body of the City approved the TIF Plan in connection with the redevelopment project described therein as required by the Act, which TIF Plan constitutes a qualified plan under the Act;

WHEREAS, on March 5, 2013, the Governing Body of the City approved and entered into that certain Development Agreement, dated March 5, 2013 (the "*Original Development Agreement*"), by and between the City and the Whispering Pines Retirement Community, LLC (the "*Original Developer*"), which Development Agreement was entered into in connection with the City's TIF Plan;

WHEREAS, the City and Developer approved and entered into the First Addendum to the Development Agreement, dated July 5, 2016 (the "*First Addendum*", and together with the Original Development Agreement, the "*Development Agreement*"), in order to clarify and confirm the financing and security structure the City intended to secure the issuance of TIF bonds issued pursuant to the TIF Plan; and

WHEREAS, the City issued its $3,021,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project), dated August 10, 2016 (the "*TIF Bonds*"), and used the proceeds thereof to finance the costs of constructing Infrastructure Improvements (as defined in the TIF Plan), funding a debt service reserve fund and paying the costs of issuance for the TIF Bonds; and

WHEREAS, as part of a corporate reorganization of the Original Developer, the Original Developer desires to assign the Development Agreement to a related party, VH Development, LLC ("*VH Development*"); and

WHEREAS, the City and Original Developer agree that all provisions of the Original Development Agreement have been met by both parties and that the only obligation of the City left is payment from the 2016 Bonds Reserve Fund and the Tax Increment Surplus Fund (as both are defined in the Bond Resolution of the City, dated July 5, 2016, as amended August 2, 2016) of Approved Eligible Costs (as defined in the Development Agreement) upon the maturity of the TIF Bonds to the Original Developer; and

WHEREAS, the Governing Body of the City does hereby find that such an assignment of the Development Agreement to VH Development would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. The Governing Body of the City adopted this resolution pursuant to the Act and all matters and things recited in the premises and preamble of the Resolution are found and determined to be true and correct.

SECTION 2. That the Governing Body of the City does hereby approve the Assignment of the Development Agreement, in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the same in substantially the same form as is attached hereto, for and on behalf of the City.

SECTION 3. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. For cause, this resolution shall become effective immediately upon adoption thereof.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____ and was adopted by the following roll call vote, to wit:

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

The President thereby declared the motion carried and the Intent Resolution adopted this the 17th day of September 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the 17th day of September 2024.

_____ _____

CITY CLERK **MAYOR**

(SEAL)

EXHIBIT A

ASSIGNMENT OF DEVELOPMENT AGREEMENT

(See Attached)

Memorandum

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

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

cc: **Charles Copeland, Division Manager**

Date: **Tuesday, September 17, 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: 2024-454
Minute Book #

Summary
Adopt Resolutions of Adjudication 09 17 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 September 17, 2024 City Council meeting for consideration.

MAYOR
Toby Barker

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

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: September 17, 2024

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property by State Law, against the following properties.

Owner	Address	Clean Up Costs	WARD	PPIN
Alan Enrique & Ava C Prunera And Prunera Sophia E	86 Canal Drive	$402.50	3	27700
Telegraph 14, LLC C/O Caleb Walsh	118 Ellis Drive	$4312.50	1	18514
Telegraph 14, LLC C/O Caleb Walsh	120 Ellis Drive	$5954.96	1	18518
Louis & Barbara R Hilton	205 Columbia Street	$27,759.94	2	20769
Hollie & Katherine D Hudson	1116 Ida Avenue	$7446.64	5	27381

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 17th day of September 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 86 CANAL DRIVE

INDEXING INSTRUCTIONS: The property described in this instrument is on Parcel # 057A-25-022.000, PPIN # 27700, Lot 20, Canal Place, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Alan Enrique & Ava C Prunera And Prunera Sophia E	86 Canal Drive	057A-25-022.000	$402.50
			Total: $402.50

86 Canal Drive, Hattiesburg, MS 39402, PPIN: 27700, Parcel: 057A-25-022.000, and better described as: Lot 20, Canal Place, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, in Plat Book 3, Page 244, Slide 308; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 17th day of September 2024.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of September 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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 17th day of September 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 118 ELLIS DRIVE

INDEXING INSTRUCTIONS: The property described in this instrument is on the B-1, B-2, B-3, and B-4, Building B of the Plantation Garden Condominiums; and part of the NE ¼ of the NE ¼ of Section 1, Township 4 North Range 14 West, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Telegraph 14, LLC C/O Caleb Walsh	118 Ellis Drive	051A-01-018.000	$4312.50
			Total: $4312.50

118 Ellis Drive, Hattiesburg, MS 39402, PPIN: 18514, Parcel: 051A-01-018.000, and better described as: Unit No. B-1, B-2, B-3, and B-4, Building B in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded in Book 9M at Page 256 and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with an undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the aforesaid Plan of Condominiums and Declaration of Covenants, Conditions and Restrictions and Exhibits

thereto; said plan of Plantation Garden Condominiums is a condominium plat of Lots 28, 29, 30 and 31 of Plantation Place Apts. First Addition per plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto 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 Lamar County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 17th day of September 2024.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of September 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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 17th day of September 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 120 ELLIS DRIVE

INDEXING INSTRUCTIONS: The property described in this instrument is on the C-1, C-2, C-3, and C-4, Building C of the Plantation Garden Condominiums; and part of the NE 1/4 of the NE 1/4 of Section 1, Township 4 North Range 14 West, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Telegraph 14, LLC C/O Caleb Walsh	120 Ellis Drive	051A-01-023.000	$5954.96
			Total: $5954.96

120 Ellis Drive, Hattiesburg, MS, 39402, PPIN: 18518, PARCEL: 051A-01-023.000, and better described as: Parcel 3: Unit No. C-1, C-2, C-3 and C-4, Building C in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded in Book 9M at Page 256 and as the same is otherwise created, established, and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with an undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the

aforesaid Plan of Condominiums and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto; said plan of Plantation Garden Condominiums is a condominium plat of Lots 28, 29, 30 and 31 of Plantation Place Apts. First Addition per plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto 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 Lamar County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 17th day of September 2024.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of September 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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 17th day of September 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 205 COLUMBIA STREET

INDEXING INSTRUCTIONS: The property described in this instrument is on the Lots Eight (8), Nine (9) and Ten (10) of Block One (1) of the A. A. Montague's Addition to the City of Hattiesburg, County of Forrest, State of Mississippi,

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Louis & Barbara R Hilton	205 Columbia Street	2-029F-04-176.00	$27,759.94
			Total: $27,759.94

205 Columbia Street, Hattiesburg, MS 39401, PPIN: 20769, Parcel: 2-029F-04-176.00, and better described as: Lots Eight (8), Nine (9) and Ten (10) of Block One (1) of the A. A. Montague's Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, 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 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, to wit;

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

The President thereby declared the motion carried and the Resolution adopted this the 17th day of September 2024.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of September 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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 17th day of September 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 1116 IDA AVENUE

INDEXING INSTRUCTIONS: The property described in this instrument is situated in part of the Northeast ¼ of the Northwest ¼ of the Northeast ¼, Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP and Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Hollie & Katherine D Hudson	1116 Ida Avenue	2-038K-21-036.00	$7446.64
			Total: $7446.64

1116 Ida Avenue, Hattiesburg, MS 39401, PPIN: 27381, Parcel: 2-038K-21-036.00, and better described as: Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter, Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi, and run thence South for 378 feet to and for the point of beginning; from said point of beginning, continue South for 60 feet, thence run East for 75 feet, thence run North for 60 feet, thence run West for 75 feet, back to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

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

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

The 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, to wit;

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

The President thereby declared the motion carried and the Resolution adopted this the 17th day of September 2024.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of September 2024.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Memorandum

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

From: **Hunter White, Deputy Director**

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

Date: **Tuesday, September 17, 2024**

Re: **Approve Agreement with Zac Fairley Appraisals & Consulting to provide right-of-way appraisal services for the Fourth Street Improvements, Phase IV LPA Project, as per attached scope and authorize the Mayor to execute the same.**
File Number: 2024-450
Minute Book #

Summary
Approve Agreement with Zac Fairley Appraisals & Consulting to provide right-of-way appraisal services for the Fourth Street Improvements, Phase IV Project (FAP No. STP-7194-00 LPA / 109376/701000), as per attached scope.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

ZAC FAIRLEY APPRAISALS & CONSULTING
601-466-2750 ZFAPPRAISER@GMAIL.COM

PROFESSIONAL SERVICE AGREEMENT

August 12th, 2024

City of Hattiesburg
c/o: Hunter White, Deputy Director
(601)554-1001
hwhite@hattiesburgms.com

Re: Fourth Street Improvements, Phase IV (FAP No. STP-7194-00(004) LPA / 109376/701000

Thank you for consideration on the assignment identified in the below stated in the Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSINAL SERVICE AGREEMENT	
Project Name	Fourth Street Improvements, Phase IV
Federal Aid Project No.	STP-7194-00(004)LPA / 109376/701000
Location	Fourth Street between 38th Avenue and 34th Avenue
Estimated Total No. of Parcels	6 *The number of files are estimated and the client will only be billed for the actual appraisals, whether that is more or less than the number stated.*
Appraisal Fee Per Parcel	$3,000
Collection	Total fee is due within 30 days of report delivery. **The total fee does not include court appraisal update or any related court testimony or preparation.**
Delivery	Delivered within 60 days from the date of authorization.

If you agree to all the above outlined terms, please sign below to engage our services. Thank you for this opportunity to serve you.

If you have any questions, please give me a call.

Respectfully,

Zachary H. Fairley
State Certified General Real Estate Appraiser, #GA-1418

Client: _____

Accepted By: _____

Date: _____

Print Name/Title: _____

Memorandum

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

From: **Hunter White, Deputy Director**

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

Date: **Tuesday, September 17, 2024**

Re: **Approve Agreement with John B. Stewart, Real Estate Appraiser & Consultant, LLC to provide right-of-way appraisal review services for the Fourth Street Improvements, Phase IV LPA Project, as per attached scope and authorize the Mayor to execute the same.**
File Number: 2024-451
Minute Book #

Summary
Approve Agreement with John B. Stewart, Real Estate Appraiser & Consultant, LLC to provide right-of-way appraisal review services for the Fourth Street Improvements, Phase IV Project (FAP No. STP-7194-00 LPA / 109376/701000), as per attached scope.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

LETTER OF ENGAGEMENT
TO PROVIDE
RIGHT OF WAY APPRAISAL REVIEW SERVICES
FOR
CITY OF HATTIESBURG, MISSISSIPPI

AUGUST 13, 2024

LPA Project No.: 109376-701000

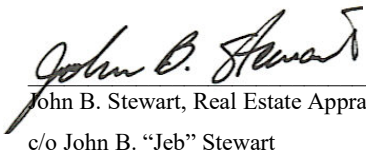
Termini: Phase IV - Fourth Street Sidewalk Improvements, Forrest County, MS

Appraisal Review – $1,500 per parcel

Appraisal Review for Court – $1,000 for court update review of appraisal (Improved) - $750 (Land.)

Right of Way Appraisal Review services will be provided in accordance with MDOT's Local Public Agency Right of Way Operations Manual.

I certify that this letter of engagement is true, correct, and will remain in effect for completion of the services listed above, up to a period 18 months from the date of this letter.



John B. Stewart, Real Estate Appraiser & Consultant, LLC

c/o John B. "Jeb" Stewart

3340 North Liberty Street

Canton, MS 39046

Submitted to Hunter White, Deputy Director, Department of Transportation and Engineering

hwhite@hattiesburgms.com

Approved: City of Hattiesburg, MS

By: _____

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve Supplemental Agreements No. 1, No. 2, and No 3. for the Hall Avenue West Project (Project No. FBLD-8769-00(001) LPA/108639-802000) with R & J Construction, Inc., which reduces the contract amount by a total of $1,284.76 and adds thirty (30) days to the project and authorize the Mayor to execute the same.**
File Number: 2024-445
Minute Book #

Summary
Ratify Supplemental Agreements No.1, No. 2, and No.3 for the Hall Avenue West Project (Project No. FBLD-8769-00(001) LPA/108639-802000) with R & J Construction, Inc., which reduces the contract amount by a total of $1,284.76 and adds thirty (30) days to the project.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

Wednesday, August 28, 2024
N-S Project No. 16214.002

SENT VIA EMAIL

Marybeth Bergin, P.E.
Director of Transportation & Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **SUPPLEMENTAL AGREEMENT #1**
FBLD-8769-00(001) LPA/108639-802000
CITY OF HATTIESBURG, FORREST COUNTY
HALL AVENUE WEST PHASE II - ROADWAY

Dear Mrs. Bergin,

Enclosed is one (1) copy of Supplemental Agreement #1 for the above-referenced project. This supplemental agreement provides for constructing the bridge columns in two pours instead of monolithically constructing them with the drilled shafts. This supplemental agreement does not include any additional contract time. Additionally, this supplemental agreement reduces the contract amount by $ 310.08.

Please return a copy of the executed supplemental agreement to me. I will forward it to MDOT for further processing.

If you have any questions, please contact me.

Very Respectfully,

Korey Hardin, P.E.
Senior Project Manager
Neel-Schaffer, INC
korey.hardin@neel-schaffer.com

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.545.1565 | F: 601.545.2267
704 Hardy Street | P.O. Box 1487 (39403)
Hattiesburg, MS 39401
www.neel-schaffer.com

RECEIVED
By Korey Hardin, P.E. at 8:31 am, Aug 28, 2024

Bond #216620Y

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, R&J Construction, Inc., Contractor, and Westfield Insurance Company, Surety, entered into a contract with the City of Hattiesburg, Mississippi, LPA, on the 1st day of August 2023, for the construction of Federal Aid Project No. FBLD-8769-00(001) LPA/108639-802000, Forrest County; and

WHEREAS: This project provides roadway improvements along Hall Avenue, including a railroad overpass, retaining walls, new asphalt, asphalt overlay, curb and gutter, median islands, drainage improvements, landscaping, and street lighting; AND

WHEREAS: The plans call for the end bent columns and drilled shafts to be poured monolithically with the use of permanent casing; AND

WHEREAS: During the construction of this project, Cotton Creek Transport (bridge subcontractor) proposed an alternative construction method for construction of the end bent columns on the railroad overpass, AND

WHEREAS: The contractor proposed constructing the end bent columns in two pours in lieu of pouring the shafts monolithically with the drilled shaft to the bottom of the cap; AND

WHEREAS: This proposal was evaluated by the Structural Engineer of Record and determined to be acceptable, AND

WHEREAS: This proposed method of construction would reduce the amount of construction equipment necessary, therefore reducing the sound pollution and disturbance of nearby residents and church congregations AND

WHEREAS: The City of Hattiesburg has reviewed this proposal and found it to be acceptable; AND

NOW, THEREFORE, It is mutually agreed and understood that the work will be accomplished under a combination of existing pay items and the following added pay items and unit prices:

FBLD-8769-00(001) LPA/108639-802000 SUPPLEMENTAL AGREEMENT #1 SUMMARY							
Pay Item	Description	Unit	Original Quantity	Revised Quantity	Increase or Decrease	Unit Price	Price Ext
803-K004	Drilled Shaft, 36" Diameter	LF	675.00	524.00	Quantity Decrease	$720.50	-$108,795.50
803-O005	Permanent Casing, 36" Diameter	LF	220.00	0.00	Quantity Decrease	$366.85	-$80,707.00
803-O015 S/A	Temporary Casing, 36" Diameter S/A	LF	0.00	194.00	Add Pay Item	$329.13	$63,851.22
907-804-A002 S/A	Bridge Concrete, Class AA S/A	CY	0.00	40.00	Add Pay Item	$2,605.53	$104,221.20
805-A001	Reinforcement	LBS	366,644.00	378,644.00	Quantity Increase	$1.76	$21,120.00
	Total Net Change to Contract:						**-$310.08**

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, It is mutually agreed that no additional contract time will be included in this supplemental agreement:

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Chuck Starita, District 6 LPA Coordinator, Scott White, MDOT District Six Construction Engineer, Greg Grondin, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, R&J Construction, Inc., Contractor, and Westfield Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 22nd day of August, 2024.

Westfield Insurance Company	R&J Construction, Inc.
Surety	Contractor
By: Kimberly B. Barhum 8.22.24	George W Dalton 8/28/24
Kimberly B. Barhum, Attorney-In-Fact Date	Date

RECOMMENDED FOR APPROVAL:

Kristy Hood 8/28/2024
LPA Project Engineer/Architect Date

MDOT District Engineer Date

APPROVED:

LPA OFFICIAL Date

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/14/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **2320202 13**

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, TENORA POSEY, JOINTLY OR SEVERALLY

of **HATTIESBURG** and State of **MS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** - - -

Wednesday, August 28, 2024
N-S Project No. 16214.002

SENT VIA EMAIL

Marybeth Bergin, P.E.
Director of Transportation & Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **SUPPLEMENTAL AGREEMENT #2**
FBLD-8769-00(001) LPA/108639-802000
CITY OF HATTIESBURG, FORREST COUNTY
HALL AVENUE WEST PHASE II - ROADWAY

Dear Mrs. Bergin,

Enclosed is one (1) copy of Supplemental Agreement #2 for the above-referenced project. This supplemental agreement provides for the relocation of the 8-inch sewer line in conflict with the new proposed Hall Avenue alignment. This supplemental agreement includes thirty (30) additional calendar days for the contractor to perform this extra work and for impacts to their construction schedule resulting in a new contract completion date of December 30, 2024. Additionally, this supplemental agreement reduces the contract amount by $ 734.69.

Please return a copy of the executed supplemental agreement to me. I will forward it to MDOT for further processing.

If you have any questions, please contact me.

Very Respectfully,

Korey Hardin, P.E.
Senior Project Manager
Neel-Schaffer, INC
korey.hardin@neel-schaffer.com

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects
P: 601.545.1565 | F: 601.545.2267
704 Hardy Street | P.O. Box 1487 (39403)
Hattiesburg, MS 39401
www.neel-schaffer.com

RECEIVED
By Korey Hardin, P.E. at 8:32 am, Aug 28, 2024

Bond #216620Y

CSD-720-LPA

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, WE, R&J Construction, Inc., Contractor, and Westfield Insurance Company, Surety, entered into a contract with the City of Hattiesburg, Mississippi, LPA, on the 1st day of August 2023, for the construction of Federal Aid Project No. FBLD-8769-00(001) LPA/108639-802000, Forrest County; and

WHEREAS: This project provides roadway improvements along Hall Avenue, including a railroad overpass, retaining walls, new asphalt, asphalt overlay, curb and gutter, median islands, drainage improvements, landscaping, and street lighting; AND

WHEREAS: The current contract completion date is November 30, 2024;

WHEREAS: The plans call for the construction of a new Hall Avenue alignment intersecting with West Pine Street west of 6th Avenue;

WHEREAS: During the construction of the new alignment, an existing sewer line was discovered to be in conflict with the new construction;

WHEREAS: It was determined that the existing sewer line must be lowered to allow for the construction of the new Hall Avenue alignment;

WHEREAS: It was mutually agreed that the Contractor would perform this additional work under the contract;

WHEREAS: The Contractor requested 30 calendar days be added to the contract for this additional work and for impacts to the schedule;

WHEREAS: The City of Hattiesburg has reviewed this proposal and found it to be acceptable; AND

NOW, THEREFORE, It is mutually agreed and understood that the work will be accomplished under a combination of existing pay items and the following added pay items and unit prices:

FBLD-8769-00(001) LPA/108639-802000 SUPPLEMENTAL AGREEMENT #2 SUMMARY

Pay Item	Description	Unit	Current Contract Quantity	Revised Contract Quantity	Increase or Decrease	Unit Price	Price Ext
803-K004	Drilled Shaft, 36" Diameter	LF	524	478.22	Quantity Decrease	$720.50	($32,984.49)
605-P S/A	12" Sanitary Sewer Line, Ductile Iron	LF	0	540	Add Pay Item	$55.00	$29,700.00
620-A001 S/A	Mobilization	LS	0	1	Add Pay Item	$25,809.80	$25,809.80
604-C S/A	Precast Manhole, 48" Diameter	EA	0	2	Add Pay Item	$3,000.00	$6,000.00
613-D010	Adjustment of Water Meter	EA	28	9	Quantity Decrease	$1,540.00	($29,260.00)
					Total Net Change to Contract:		**($734.69)**

NOW, THEREFORE, It is mutually agreed that the revised contract completion date is December 30, 2024;

CSD-720-LPA

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 2

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Chuck Starita, District 6 LPA Coordinator, Scott White, MDOT District Six Construction Engineer, Greg Grondin, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division.

CSD-720-LPA

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 2

NOW, THEREFORE, WE, R&J Construction, Inc., Contractor, and Westfield Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 27th day of August, 2024.

Westfield Insurance Company Surety	R&J Construction, Inc. Contractor
By: Kimberly B Barhum 8-27-24 Kimberly B. Barhum, Attorney-In-Fact Date	George L Walters 8/28/24 Date

RECOMMENDED FOR APPROVAL:

Kray Hand 8/28/2024
LPA Project Engineer/Architect Date

MDOT District Engineer Date

APPROVED:

LPA OFFICIAL Date

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/14/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2320202 13

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, TENORA POSEY, JOINTLY OR SEVERALLY

of **HATTIESBURG** and State of **MS** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** - - -

Wednesday, September 11, 2024
N-S Project No. 16214.002

SENT VIA EMAIL

Marybeth Bergin, P.E.
Director of Transportation & Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **SUPPLEMENTAL AGREEMENT #3 – WEST PINE STREET RETAINING WALL**
FBLD-8769-00(001) LPA/108639-802000
CITY OF HATTIESBURG, FORREST COUNTY
HALL AVENUE WEST PHASE II - ROADWAY

Dear Mrs. Bergin,

Enclosed is one (1) copy of Supplemental Agreement #3 for the above-referenced project. This supplemental agreement changes the block type of the precast modular block retaining along West Pine Street at the intersection of the new Hall Avenue alignment. This supplemental agreement will **reduce** the contract amount by $239.99.

Please return a copy of the executed supplemental agreement to me. I will forward it to MDOT for further processing.

If you have any questions, please contact me.

Very Respectfully,

Korey Hardin, P.E.
Senior Project Manager
Neel-Schaffer, INC
korey.hardin@neel-schaffer.com

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.545.1565 | F: 601.545.2267
704 Hardy Street | P.O. Box 1487 (39403)
Hattiesburg, MS 39401
www.neel-schaffer.com

RECEIVED
By Korey Hardin, P.E. at 7:44 am, Sep 11, 2024

Bond #216620Y

CSD-720-LPA

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 3

WHEREAS, WE, R&J Construction, Inc., Contractor, and Westfield Insurance Company, Surety, entered into a contract with the City of Hattiesburg, Mississippi, LPA, on the 1st day of August 2023, for the construction of Federal Aid Project No. FBLD-8769-00(001) LPA/108639-802000, Forrest County; and

WHEREAS: This project provides roadway improvements along Hall Avenue, including a railroad overpass, retaining walls, new asphalt, asphalt overlay, curb and gutter, median islands, drainage improvements, landscaping, and street lighting; AND

WHEREAS: The plans call for two gravity-type retaining walls to be constructed at STA 11+00 RT & LT utilizing the precast modular blocks as the geogrid reinforced retaining walls found at the overpass approach;

WHEREAS: The City of Hattiesburg has requested to change the block type;

WHEREAS: The City of Hattiesburg selected the block type and requested a change order proposal from the Contractor;

WHEREAS: The City of Hattiesburg has reviewed this proposal and found it to be acceptable; AND

NOW, THEREFORE, It is mutually agreed and understood that the work will be accomplished under a combination of existing pay items and the following added pay items and unit prices:

FBLD-8769-00(001) LPA/108639-802000 SUPPLEMENTAL AGREEMENT #3 SUMMARY							
Pay Item	Description	Unit	Current Contract Quantity	Revised Contract Quantity	Increase or Decrease	Unit Price	Price Ext
907-809-A002	Retaining Wall System, Gravity Type	SF	5300	2216.31	Quantity Decrease	$64.55	($199,052.19)
907-809-A003 S/A	Retaining Wall System, Gravity Type	SF	0	2660	Add Pay Item	$81.97	$218,040.20
L00052 - 907-262-A504	Ductile Iron Fittings	LBS	2400	1640	Quantity Decrease	$25.30	($19,228.00)
				Total Net Change to Contract:			**($239.99)**

NOW, THEREFORE, It is mutually agreed that no additional contract time will be included in this supplemental agreement:

CSD-720-LPA

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 3

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Chuck Starita, District 6 LPA Coordinator, Scott White, MDOT District Six Construction Engineer, Greg Grondin, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division

CSD-720-LPA

CITY OF HATTIESBURG, MISSISSIPPI
Project No. FBLD-8769-00(001) LPA/108639-802000
SUPPLEMENTAL AGREEMENT NO. 3

NOW, THEREFORE, WE, R&J Construction, Inc., Contractor, and Westfield Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 4th day of September, 2024.

Westfield Insurance Company	R&J Construction, Inc.
Surety	Contractor
By: Kimberly B Barhum 9-4-24	William Lee Hancock 09/04/2024
Kimberly B. Barhum, Attorney-In-Fact Date	Date

RECOMMENDED FOR APPROVAL:

Kray Hand 9/11/2024

LPA Project Engineer/Architect Date

MDOT District Engineer Date

APPROVED:

LPA OFFICIAL Date

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/14/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2320202 13

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, TENORA POSEY, JOINTLY OR SEVERALLY

of **HATTIESBURG** and State of **MS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **14th** day of **MARCH** A.D., **2023** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **14th** day of **MARCH** A.D., **2023** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of September A.D., 2024 .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve Change Order No. 5 with Phoenix Construction, LLC for the Jaycee Park Improvements project for an increase of $2,864.84 and authorize the Mayor to execute it in duplicate.**
File Number: 2024-486
Minute Book #

Summary
Approve Change Order No. 5 with Phoenix Construction, LLC for the Jaycee Park Improvements project for an increase of $2,864.84 and authorize the Mayor to execute it in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Jaycee Park Improvements Hattiesburg, Mississippi CN 22-3922	Contract For: General Construction Date: December 21, 2022	Change Order Number: 005 Date: March 20, 2024
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Hattiesburg 200 Forrest Street Hattiesburg, Mississippi 39401	Landry Lewis Germany Architects, P.A. 5211 Old Highway 11 Hattiesburg, MS 39402	Phoenix Construction, LLC 5255 Whetstone Road D'Iberville, Mississippi 39540

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Deduct One: construction clean up	($650.00)
Deduct Two: replace hardware for doors	($1,550.16)
Dedcut Three: gutter repair	($1,450.00)
Add: water heater and toilets	$6,515.00
Total:	$2,864.84

The original Contract Sum was	$	734,750.00
The net change by previously authorized Change Orders	$	-4,088.80
The Contract Sum prior to this Change Order was	$	730,661.20
The Contract Sum will be increased by this Change Order in the amount of	$	2,864.84
The new Contract Sum including this Change Order will be	$	733,526.04

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be May 6, 2023.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Landry Lewis Germany Architects, P.A.	Phoenix Construction, LLC	City of Hattiesburg
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Christian J. Landry, Vice-President	Miles Buchanon, President	Toby Barker, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
9/11/24	9-11-24	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA4B)

Product #1

ServiceMaster Cleaning Alternatives

Invoice

216 West 5th Avenue
Petal, MS 39465

Phone: 601-582-0101
Fax: 601-582-0456

Invoice Number:	38082
Invoice Date:	3/19/2024
Terms:	Net Due 10 Days From Invoice
Due Date:	3/29/2024

City Of Hattiesburg
Accounting Dept
P.O. Box 1898
Hattiesburg, MS 39403-1898

Contact Name:
PO Number:

Product	Description	Quantity	Price Each	Extended Price
Note: Post construction clean up at Jaycee Field Building				
OS 003	Construction Clean - Up	1	$650.00	$650.00
			SubTotal	$650.00
			Amount Paid	$0.00
			Balance	$650.00

**** We Appreciate Your Business ****

Customer will be assessed a late charge on any past due balance of 1.25% per month. Any questions, please call 601-582-0101.

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Deduct #2

Purchase Order

Fiscal Year 2024

Purchase Order Number	**02404030**
Purchase Order Date	**07/11/2024**
Department	**ENGINEERING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 3645
MOORE'S LOCK AND KEY LLC
PO BOX 346
HATTIESBURG, MS 39403-0346

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	6015820447@FAX.CSPIREVOICE.COM	3645	2403548	Sharon Waits	

NOTES

REPLACEMENT HARDWARE FOR JAYCEE PARK BLDG DOORS

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPLACEMENT HARDWARE FOR JAYCEE PARK SUPPORT BUILDING DOORS	1.0000	EACH	$1,550.1600	$1,550.16
	GL #: 086300 - 7295PR $1,550.16				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamesa Eaton
City Clerk

Total Ext. Price	$1,550.16
Purchase Order Total	**$1,550.16**

Deduct #3

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Purchase Order Number	**02404131**
Purchase Order Date	**07/17/2024**
Department	**ENGINEERING**
Required By	**07/17/2024**

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 50856
R & R SHEET METAL, INC
25 SUNFOWER ROAD
FOXWORTH, MS 39483-3827

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-736-6886	RON@RROOFS.COM	50856	2403631	Angela Donald	

NOTES

JAYCEE PARK IMPROV GUTTER REPAIRS

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LLGA PROJ. #3922 JAYCEE PARK IMPROV GUTTER REPAIRS *PLEASE SEND COPY OF INVOICE TO ADONALD@HATTIESBURGMS.COM* GL #: 002300 - 635000 $1,450.00	1.0000	EACH	$1,450.0000	$1,450.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kenna Estes
City Clerk

Total Ext. Price	$1,450.00
Purchase Order Total	**$1,450.00**

Allen Plumbing Co., Inc.
481 32nd Street
Gulfport, MS 39507
228-864-3009

Estimate

ESTIMATE # E1597

DATE 12/16/2022

Bill To Phoenix Construction
2190 Popps Ferry Rd
Biloxi, Ms, 39532

Ship To

PROJECT	LOCATION
Jaycee Park Hattiesburg	

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
ET-1	1	$645.00	$645.00
~~Recirc pump~~	~~1.00~~	~~$700.00~~	~~$700.00~~
MS-1	1.00	$400.00	$400.00
~~FCO~~	~~2.00~~	~~$100.00~~	~~$200.00~~
Water Hammer Arrestors	2.00	$90.00	$180.00
TP-1	2.00	$150.00	$300.00
GT-1	1	$800.00	$800.00
Identification	1.00	$800.00	$800.00
Labor per day	2	$1,200.00	$2,400.00
Profit & Overhead	1	$9,633.00	$9,633.00
Close out documentation	1.00	$1,500.00	$1,500.00

$400

Total	$57,834.10

$4,225
$1,134
$ 756
$ 400
$6,515.00

Allen Plumbing Co., Inc.
481 32nd Street
Gulfport, MS 39507
228-864-3009

Estimate

ESTIMATE # E1597

DATE 12/16/2022

Bill To Phoenix Construction
2190 Popps Ferry Rd
Biloxi, Ms, 39532

Ship To

PROJECT	LOCATION
Jaycee Park Hattiesburg	

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Armaflex insulation 3/4"	80.00	$1.15	$92.00
Armaflex 1"	60.00	$1.00	$60.00
Armaflex 1 1/4"	20.00	$1.73	$34.60
Armaflex 1 1/2"	40.00	$5.30	$212.00
Armaflex Insulation 2"	20.00	$6.00	$120.00
Misc.	1.00	$1,000.00	$1,000.00
Labor per day	2	$1,200.00	$2,400.00
Fixtures			
P-1	4.00	$252.00	$1,008.00 $756
P-2	3.00	$567.00	$1,701.00 $1134
P-3	1.00	$2,440.00	$2,440.00
P-4	1.00	$420.00	$420.00
P-5	3.00	$75.00	$225.00
P-6	4.00	$125.00	$500.00
P-7	1.00	$270.00	$270.00
UR-1	2.00	$600.00	$1,200.00
WH-1	1.00	$2,000.00	$2,000.00
MV-1	1	$1,025.00	$1,025.00

$4225

$4,225
$1,134
$ 756

Allen Plumbing Co., Inc.
481 32nd Street
Gulfport, MS 39507
228-864-3009

Estimate

ESTIMATE # E1597

DATE 12/16/2022

Bill To Phoenix Construction
2190 Popps Ferry Rd
Biloxi, Ms, 39532

Ship To

PROJECT
Jaycee Park Hattiesburg

LOCATION

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Permit	1.00	$350.00	$350.00
Demo	1.00	$1,200.00	$1,200.00
Saw Cutting Layout	1.00	$1,200.00	$1,200.00
Rough-In			
DWV 2"	40.00	$3.00	$120.00
DWV 3"	20.00	$5.40	$108.00
DWV 4"	60.00	$7.50	$450.00
K Copper 1/2"	40.00	$4.90	$196.00
Glue/primer	10.00	$25.00	$250.00
Labor per day	2	$1,200.00	$2,400.00
Stack out			
DWV 2"	200.00	$3.00	$600.00
DWV 3"	30.00	$5.40	$162.00
DWV fittings 2"	20.00	$12.50	$250.00
DWV fittings 3"	7.00	$12.50	$87.50
Hangers	24.00	$25.00	$600.00
Manlift Wk	1.00	$750.00	$750.00

Allen Plumbing Co., Inc.
481 32nd Street
Gulfport, MS 39507
228-864-3009

Estimate

ESTIMATE # E1597

DATE 12/16/2022

Bill To Phoenix Construction
2190 Popps Ferry Rd
Biloxi, Ms, 39532

Ship To

PROJECT	LOCATION
Jaycee Park Hattiesburg	

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Glue/primer	5.00	$25.00	$125.00
Labor per day	3	$1,200.00	$3,600.00
Domestic Water			
LH copper 1/2"	300.00	$2.80	$840.00
LH copper 3/4"	80.00	$4.75	$380.00
LH copper 1"	60.00	$8.20	$492.00
LH copper 1-1/4"	20.00	$9.80	$196.00
LH copper 1-1/2"	40.00	$14.50	$580.00
LH copper 2"	20.00	$22.60	$452.00
Hangers	50.00	$25.00	$1,250.00
Flux/solder	10.00	$25.00	$250.00
Copper fitting allowance	80.00	$50.00	$4,000.00
BV	10.00	$50.00	$500.00
Valves	7.00	$50.00	$350.00
Labor per day	3.00	$1,200.00	$3,600.00
Insulation			
Armaflex insulation 1/2"	200.00	$1.15	$230.00

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve two-quote purchase to construct a retaining wall at 123 May Avenue and authorize acceptance of the bid from Homestead Services, LLC in the amount of $5,250.00.**
File Number: 2024-449
Minute Book #

Summary
Approve two-quote purchase to construct a retaining wall at 123 May Avenue and authorize acceptance of the bid from Homestead Services, LLC in the amount of $5,250.00.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

Homestead Services. LLC
1552 PO Box
Hattiesburg, MS 39403 US
office@homesteadservices.net

Estimate

ADDRESS
City of Hattiesburg
123 May Avenue
Hattiesburg, MS

ESTIMATE	96
DATE	08/29/2024
EXPIRATION DATE	09/29/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	CONCRETE RETAINING WALL (pour in place) 123 May Avenue * Job to be completed 09/05/24, weather depending* Mobilization / Excavate and Compact Subgrade / Forming: 15' x 4' x 6" / 3500 PSI w. Fiber / Finishing / Site Cleanup & Demobilization	1	5,250.00	5,250.00

*EXCLUSIONS- No permitting, design, engineering, testing- Price does not include: City/County fees, taxes, nor bonds- Any standby equipment & labor rates incurred to conditions not directly resulting from Homestead Dirt Works & Mulching/Homestead Services, LLC, will be billed at a standard daily rate

MSCOR# 24143-SC

SUBTOTAL	5,250.00
TAX	0.00
TOTAL	**$5,250.00**

Accepted By

Accepted Date

Estimate

Date	Estimate #
8/29/2024	2500

City of Hattiesburg
For: 123 May Ave

Qty	Description	Total
	Retainer Wall: Build retainer wall that begins east of the existing storm drain inlet and extend 15' along the property (behind the existing gutter). The wall will be 4' in height and constructed of filled block with cap.	6,100.00

Total $6,100.00

All Estimates Subject To Change Based On Supply/Material Cost Fluctuation

Hub City Construction
607 Corinne Street - Suite C6
Hattiesburg, MS 39401

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Acknowledge bids received August 15, 2024 for the Vernon Dahmer Park Playground project and authorize acceptance of the bid from Struthers Recreation, LLC in the amount of $181,076.20; Authorize the mayor to execute contact upon preparation.**
File Number: 2024-457
Minute Book #

Summary
Acknowledge bids received August 15, 2024 for the Vernon Dahmer Park Playground project and authorize acceptance of the bid from Struthers Recreation, LLC in the amount of $181,076.20; Authorize the mayor to execute contact upon preparation.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 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

September 6, 2024

City of Hattiesburg
Attn: Toby Barker, Mayor
P O Box 1898
Hattiesburg, MS 39403-1898

RE: Vernon Dahmer Park Playground

Dear Mayor Barker,

I have certified the enclosed bid tabulation that represents all bids received and opened at 10:00 a.m. on August 15, 2024 for the Vernon Dahmer Park Playground project.

Upon review and tabulation of the bids received, the bid from Struthers Recreation, LLC in the amount of $181,076.20 was determined to be the apparent low bid. Therefore, I recommend Struthers Recreation, LLC be awarded the project.

Sincerely,

Sid Gonsoulin
Project Manager

VERNON DAHMER PARK PLAYGROUND
CITY OF HATTIESBURG, MISSISSIPPI

				Struthers Recreation, LLC 220 Applegate Trace Pelham, AL 35124		Bliss Products and Services, Inc. 6831 S Sweetwater Road Lithia Springs, GA 30122		Pelican Playgrounds, LLC 5208 Magazine Street #116 New Orleans, LA 70115	
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
1	Furnish and Install Playground Equipment	1	LUMP SUM	$181,076.20	$181,076.20	$211,582.00	$211,582.00	$221,176.82	$221,176.82
		Total Base Bid $			$181,076.20		$211,582.00		$221,176.82

I certify this to be a true & accurate BidTabulation of bids received at 10:00 a.m., Thursday, August 15, 2024 for the City of Hattiesburg Dahmer Park Playground project.

Sid Gonsoulin, Project Manager

Memorandum

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

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, September 17, 2024**

Re: **Acknowledge receipt of a donation from the 2024 Leadership Pine Belt Group for 10 sanitary hygienic dispensers purchased from Aunt Flow valued at $7,626.00. Dispensers will be installed in public restrooms.**
File Number: 2024-453
Minute Book #

Summary
This memo is to request Council approval for the donation of sanitary hygienic dispensers purchased by Leadership Pine Belt that will be installed in public restrooms valued at $7,626.00.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

Invoice

#INV13898

8/23/2024

Aunt Flow
757 Garden Road Suite 205
Columbus OH 43214
United States
Email: orders@goauntflow.com

Bill To

Sarah Booker
City of Hattiesburg
3719 Veterans Memorial Drive
Hattiesburg Mississippi 39401
United States

Ship To

Sarah Booker
City of Hattiesburg
3719 Veterans Memorial Drive
Hattiesburg MS 39401
United States

AMOUNT DUE

$0.00

Due Date: 8/23/2024

Terms	Shipping Method	Tracking Number
Payment in Advance		
PO #	**Sales Rep**	**Created From**
	Ben Weiner	Sales Order #SO13973

Qty	Units	Product	SKU	Unit Price	Amount
10	Ea	**Model O Dispenser** Model O Dispenser	DISP-OWMS-2	$500.00	$5,000.00
2	Ea	**Model E Dispenser** Model E Pad and Tampon Dispenser	DISP-ESTR-2	$341.00	$682.00
6	500 Count	**Universal Organic Cotton Cartridge Tampons** Universal Organic Cotton Cartridge Tampon	AF-TAMP-UNVL	$162.00	$972.00
6	500 Count	**Signature Vended Pad Cartridges Organic Cotton** Signature Vended Pad Cartridges Organic Cotton	AF-PADS-CTRGVERT	$162.00	[redacted]

Return Policy: Due to the nature of Aunt Flow products, all orders are final, and there are no refunds, returns, or exchanges. Supplier has no obligation to accept returns of products or issue refunds. If products are damaged or do not meet your expectations, please fill out the contact form at https://goauntflow.com/contact-us/ and we will respond.

Subtotal	$7,626.00
Shipping	
Tax Total (0%)	$0.00
Total QTY	24
Total	$7,626.00
Amount Due	$0.00

INV13898

Memorandum

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

From: **Dequandra Johnson**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, September 17, 2024**

Re: **Approve and authorize Substantial Amendments to the 2021 and 2022 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD).**
File Number: 2024-461
Minute Book #

Summary
Approve and authorize Substantial Amendments to the 2021 and 2022 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD).

Recommendation Statement
I recommend adoption of the 2021 and 2022 Annual Action Plan Substantial Amendments.

Please place this on the September 17, 2024 City Council meeting for consideration.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg (COH) 2021 Annual Action Plan is the fourth Action Plan of the City's 2018-2022 Consolidated Plan. The 2021 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2021 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application of the 2021 allocations of the above-mentioned grant funds.

Substantial Amendment 1

This substantial amendment incorporates changes to the program year 2021 Annual Action Plan for Community Development Block Grant (CDBG) by 1) adding Lead Reduction as a new project and 2) reallocating CDBG's funding from Housing Programs to Public Facility.

Action 1: The CoH was awarded, by HUD, Lead Hazard Reduction ($1,617,400) and Healthy Homes Supplement ($216,750) Grant in PY 2021. The CoH's CDBG funds and City's General Fund will be used as a required match.

Action 2: Reallocate an estimated $200,000 in CDBG housing program to pubic facility.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the 2021 Action Plan are the same as detailed in the Consolidated Plan. The proposed projects/activities with 2021 CDBG/HOME funding will address housing concerns in a number of areas, with primary focus on: Housing Rehabilitation, Affordable Housing Production and Down Payment Assistance. Proposed activities also include continuation of previously established Public Facility activity. Specific goals for each area can be found in section AP-20.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has managed to meet many of its past objectives, particularly in the area of substantial rehabilitation of single-family homes. Over the five years of the previous five-year Consolidated Plan, the City was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily housing and housing related activities. The City has reduced its waiting list to approximately 10 households. Along with CHDO partnerships, a number of rental and homeownership affordable housing opportunities were made available to residents.

During the previous five-year Consolidated Plan period, the City also demolished more than 20 vacant and blighted properties. In the last 2-3 years, the City has continued an effort through code enforcement to demolish more than 75 vacant blighted properties.

The City also has a full-time Homelessness Coordinator, the first full-time position of its kind hired by a Mississippi city. The position focuses on outreach and documentation of homeless individuals, and partnership with other agencies to update the state's homeless management information system. The role is integral to identifying resources available across various agencies and organizations, and to connecting individuals in need to those resources. Likewise, the coordinator has become a go-to point of contact for other city departments and citizens when facing challenges related to homelessness. In recent years, the City also made great strides in reducing the number of homeless veterans.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City conducted a Public Hearing on November 23, 2020, for the purpose of receiving comments on the creation of the 2021 Action Plan. In addition to newspaper publications, the City utilized its website,

community calendar and its Facebook page to provide notice of the hearing and comment period. The Impact paper and local TV station WDAM, both advertised the upcoming hearing on their websites. City staff also sent letters to neighborhood associations and churches to generate interest. Four citizens attended the public hearing and 1 written comment was submitted electronically. The City believes the COVID-19 pandemic is the reason for low community turn-out.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Summarizing the electronically submitted comment received would suggest that down payment assistance and housing needs- repair and rehabilitation of substandard housing- are still perceived as the greatest need. Home ownership in blighted or under-occupied areas of the City as well as homelessness shelter and services were also noted. The City considered these comments and all other resources available in preparing the plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The comment received was accepted and considered in regard to the creation of the 2021 Action Plan.

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole. The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by residents of low-income areas and the organizations that regularly serve low-income households is vital to ensure that funds are directed to areas and programs in which they can make the greatest impact. The City believes that the input from the hearing, other meetings, and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HATTIESBURG	
CDBG Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA Administrator		
HOME Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Citizens and community organizations with questions or comments related to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report, or any of the related programs should contact the City of Hattiesburg:

City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

(601) 554-1006

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's program staff reached out to citizens, local government representatives, public housing authorities, non-profit developers, and various social service agencies to gather input for the Annual Action Plan through its traditional advertising method. Staff also participated in the Mayor's Town Hall meetings and in quarterly meetings of the Community Advisory Committee – a group similar in purpose to the Housing Round Table.

The City of Hattiesburg's Planning Division encompasses floodplain management for the City. The City was fully aware of the plan. Additionally, representatives of county government from Forrest and Lamar counties responsible for the management of water resources, flood areas and emergency management were invited to participate and encouraged to submit comments during the annual action plan process. No response was received.

To garner input on narrowing the digital divide in the jurisdiction, area service providers of digital services, i.e. Comcast/Xfinity and AT&T, were invited to participate and encouraged to submit comments during the annual action plan process. No response was received.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are similar to the former Housing Round Table, which included the City's Urban Development Department, Mississippi Regional Housing Authority No. 8, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The City has worked to bolster mental health services by way of a Behavioral Health Court partnership with Pine Belt Mental Healthcare Resources, and through working with the Pinebelt Coalition on Homelessness to coordinate efforts toward functionally ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator, who works actively with the coalition as well as other agencies in making proper referrals to appropriate resource agencies. In the last year, the city's coordinator has worked with the coalition to press the issue of a need for a documented plan as well as an adopted standard of care.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	AIDS Service Coalition
	Agency/Group/Organization Type	Services - Housing Services-Persons with HIV/AIDS Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Department and the City Administration have met with AIDS Services Coalition staff on a number of occasions, particularly to talk about coordination of services related to the homeless population. The anticipated outcome of this effort is a more performance-based approach to the coordination of homelessness services and agencies in the area, whereby at least from the City's perspective, there is a lead homelessness services agency working in concert with the City's homelessness coordinator and the other agencies to assign case management where possible to those experiencing or at risk of homelessness.
2	**Agency/Group/Organization**	Habitat for Humanity in Hattiesburg, MS
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Group participated in meetings and gave verbal comments. Question/comments favored down payment assistance, housing repair programming and rehabilitation grant amounts.
3	**Agency/Group/Organization**	Breakthrough Community Services, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Education Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in public hearings and verbal discussions. Comments focused on down payment assistance, rehabilitation grant funding, and housing repair programs.
4	**Agency/Group/Organization**	Hattiesburg Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in public hearings. Comments focused on improving the quality of safe and habitable public housing.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City's interaction and coordination with the agencies and partnership groups mentioned above is constant. A full-time grant coordinator also seeks out other opportunities to leverage the city's resources – in Community Development as well as citywide. We have recently considered grant opportunities specific to lead hazard reduction, but have elected to defer such application until we have additional capacity to administer such a program.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Community Development Division hosted an in person/virtual public hearing on 8/9/2021 as the first effort in gathering public input for the 2021 Action Plan for CDBG and HOME funds. In addition to newspaper publications, the City utilized its website to provide notice of the hearing and comment period. The City believes concerns regarding COVID-19 seriously impacted community participation. The virtual public hearing was attended by City staff only. Low turnout being attributed to COVID-19. and three community organization representatives. On 11/1/2021, the City held its second public hearing to share the Action Plan draft and solicit any additional comments. The only participants were Community Development Staff, however one electronically submitted comment was received. No turn out was attributed to COVID-19.

The City will continue work on bolstering efforts to encourage more citizen engagement.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	Attendance was expected to be low due to COVID-19.	One comment received electronically, expressed a desire to see investment in the historically significant black communities of the City by acquiring and rehabilitating existing properties for public use.	N/A	
2	Public Meeting	Persons with disabilities Non-targeted/broad community	City employees only, were in attendance.	None were received.	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	530,462	0	0	530,462	530,462	The expected amount for the remainder of the Con Plan is simply the Year 4 amount to estimate Program Year2022.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	297,029	0	0	297,029	297,029	The expected amount for the remainder of the Con Plan is simply the Year 4 amount to estimate Program Year2022.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has no required match for either CDBG or HOME. While we do not formally identify leverage resources, our partnerships with other non-profit entities, the city's long-term planning in lower-income neighborhoods, transit, and the like, and the city's aggressive approach to improving infrastructure throughout the city – particularly in low-income neighborhoods – are all indirect leverage opportunities.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State-owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

Discussion

The City hopes to continue its partnerships through groups such as the MUTEH and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City has recently filled the vacant position of Homeless Coordinator to work directly with the Pinebelt Homeless Coalition to address homeless issues, with a special emphasis on veterans and the chronic homeless population. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, and the Mississippi Home Corporation.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing	Citywide	Emergency Repair Housing Rehabilitation Rental Rehabilitation	CDBG: $120,000 HOME: $267,327	Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 5 Household Housing Unit
9	Public Facilities	2018	2022	Non-Housing Community Development	Citywide	Public Facility Improvement	CDBG: $254,370	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1900 Persons Assisted
11	Public Services	2018	2022	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services	CDBG: $50,000	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Programs (including Affordable Housing)
	Goal Description	This goal includes the creation of affordable housing by CHDOs either in the rehabilitation of existing housing stock or the construction of new housing for the purpose of sale or rental to eligible households. This goal also includes the bulk of the City's housing program, which is the substantial and emergency rehabilitation of eligible owner-occupied homes. Substantial Rehabilitations are completed with either HOME or CDBG funding. Emergency Repairs are completed using CDBG funding.
9	**Goal Name**	Public Facilities
	Goal Description	This goal serves to address the community need for a multi-purposed gathering place and also to stimulate area development. This goal is the result of support from citizens, and elected officials. This goal and associated activities are within the city limits.
11	**Goal Name**	Public Services
	Goal Description	The homelessness coordinator works with other agencies in the city to do outreach weekly. That outreach results in pairing individuals and families with resources and ideally with more appropriate housing opportunities. The City's goal in 2021 is to continue that weekly outreach in an effort to reduce homelessness. This is goal applies city-wide.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2021.

Projects

#	Project Name
1	CDBG Administration
2	CDBG Housing Programs
3	Public Facilities and Improvements
4	HOME Administration
5	CHDO Set-Aside
6	HOME Housing Programs
7	Public Services
8	HOME-ARP

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan. Housing issues - rehabilitation, code compliance, affordability - being the greatest priority identified, it is allocated the greatest amount of funding. The City also seeks to make funding available for Public Facilities and Improvements and Public Services. Should funding for those programs go unused for any reason, the city may reallocate those funds for use in Housing Programs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Administration
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing) Public Facilities Public Services
	Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Public Facility Improvement Microenterprise Assistance Commercial Rehab - Facade Improvement Rental Rehabilitation
	Funding	CDBG: $106,092
	Description	Overall and day-to-day administration of the CDBG Program
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of CDBG activities
2	**Project Name**	CDBG Housing Programs
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Emergency Repair
	Funding	CDBG: $~~120,000~~ $0
	Description	Funding for all CDBG Housing Activities as well as project delivery for CDBG and HOME funded housing activities
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Anticipate assistance will benefit at least 2-3 income eligible households.

	Location Description	City-wide
	Planned Activities	Substantial rehabilitation and Emergency repair of owner-occupied housing.
3	**Project Name**	Public Facilities and Improvements
	Target Area	Citywide
	Goals Supported	Public Facilities
	Needs Addressed	Public Facility Improvement
	Funding	CDBG: ~~$254,370~~ $424,370
	Description	Acquisition and rehabilitation of existing facilities to be utilized as a multi-purpose community center.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,900 persons will benefit from having access to a community-based facility.
	Location Description	The existing facility and adjacent lots located at 1102 Dabbs Street, Hattiesburg, MS.
	Planned Activities	The acquisition and rehabilitation of an existing facility will result in a community multi-purpose gathering place in a low- moderate community that currently has no such facility constructed.
4	**Project Name**	HOME Administration
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Down Payment Assistance Acquisition Rental Rehabilitation
	Funding	HOME: $29,703
	Description	Overall and day-to-day administration of the HOME Program
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	Administration of HOME activities.
5	**Project Name**	CHDO Set-Aside
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation
	Funding	HOME: $44,555
	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits a low and/or very low-income household.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Anticipate assistance will benefit at least one (1) low and/or very low income-eligible household.
	Location Description	Low, low-mod census tract
	Planned Activities	Construction or rehabilitation of housing as an affordable unit.
6	**Project Name**	HOME Housing Programs
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Down Payment Assistance Rental Rehabilitation
	Funding	HOME: $222,771
	Description	Funding of HOME housing activities, primarily substantial housing rehabilitation
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Anticipate assistance will benefit four (4) low and/or very low-income eligible households.
	Location Description	Citywide

	Planned Activities	Funding for all HOME housing activities
7	**Project Name**	Public Services
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: ~~$50,000~~ $0
	Description	Public Services activities to benefit homelessness or those at risk of homelessness. Supportive services to include Homeless Outreach, identifying those that are homeless or at risk of homelessness and connecting them with needed resources.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Anticipate assistance benefitting approximately 200 persons.
	Location Description	Citywide
	Planned Activities	Funding for community homelessness outreach activities
8	**Project Name**	HOME-ARP
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	HOME: $1,075,484
	Description	Funding for eligible administration costs associated with HOME ARP
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

None of the activities proposed for the 2021 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Housing Rehabilitation, Emergency Repair, Down Payment Assistance, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105. The Facade Improvement Program is directed to the downtown area as a program policy in an effort to continue the revitalization of the historic downtown.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All activities are allowable Citywide with the exception of Public Facilities and Improvements project located in a low-mod neighborhood. No other activity is geographically focused. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city intends to concentrate its limited resources on affordable housing rehabilitation.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	0
Total	6

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	6

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2021 Action Plan with the exception of Administrative activities and Public Facilities and Public Services Activities. To a degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of households supported included among the non-homeless are those households anticipated to directly benefit from housing rehabilitation activities.

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years. Most recently, the City has supported via resolution, a funding opportunity that would allow for the replacement of several buildings/units with new units at a HHA property.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City will continue to support throughout FY 2021 the monthly resident meetings hosted by The Housing Authority at each of its developments designed to engage and encourage productive dialogue regarding resident's needs. Guest speakers bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA continues to host National Night Out Against Crime events, and use them as an opportunity to engage residents.

The City of Hattiesburg continues to require, as a component of its Downpayment Assistance Program, homebuyer education requirements, which are available to attendees at no or minimal cost through various agencies. The City will continue to work with public housing management to encourage homeownership options through downpayment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City's Homelessness Coordinator leads a homeless outreach team, which travels weekly to known and suspected homeless encampments and other known locations in order to assess individuals' needs and work to pair willing individuals with appropriate resources or services. Our goal in 2021 is to continue the weekly outreach in an effort to reduce homelessness. The intent of this continued collaboration is to increase efforts by way of funding supportive services offered by appropriate agencies. The City also intends to support these agencies in attaining funding for additional emergency and transitional shelter. The Homeless Coordinator assists the city and homeless support agencies with all homeless issues. The city has acquired a facility being used by Pinebelt Mental Healthcare Resources and other agencies serving homeless individuals, which will become a multi-faceted resource center for the homeless and those at risk of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through Public Facility Improvement activities, which may be more feasible in future years. The City's full time Homeless Coordinator assists in identifying available resources for individuals facing homelessness, and these resources sometimes include connecting individuals with emergency or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships. The City's Homeless Coordinator works closely with a local non-profit by helping to refer clients for the Rapid Re-Housing Program. This work will continue in 2021.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

Discussion

The City's HOME and CDBG Programs will continue to support housing rehab and repair activities for low- and moderate-income homeowners. Historically, many of the households served by these activities include disabled and/or senior family members. Though there are no activities proposed in the 2021 action plan for the direct purpose of serving special needs populations other than the homeless, all other activities such as public facilities and public services will inevitably provide indirect benefit to other special needs populations such as those with disabilities, persons with HIV/AIDS, and the elderly.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements.

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through CHDOs, the City of Hattiesburg is supporting the development of affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

Actions planned to foster and maintain affordable housing

The City relaunched its Down Payment Assistance Program, continues to promote the Bank On Hattiesburg Program, and continues to address code compliance in an effort to continue improving housing stock.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2021 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

While the issue of poverty is far more complex than any one symptom or circumstance, financial literacy and an understanding of traditional banking and traditional (non-predatory) lending can at least serve as pieces to the puzzle of fighting poverty. Efforts like this are beneficial to people of any income group.

Actions planned to develop institutional structure

The City plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will continue to assess the group for gaps in

representation and work to close those gaps by bringing other valuable participants to the table in order to further develop institutional structure. Once COVID related meeting restrictions are lifted, the Mayor's Town Hall circuit of neighborhood meetings will also continue, which has proven effective in making additional contacts with interested organizations and individuals.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to participate with and support the efforts of the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continues to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

For purposes of #2 under "Other CDBG Requirements," 2021 is the year hereby specified to be covered by this Action Plan.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

The City has no other forms of investment beyond FY 2021 HOME allocation, $297,029.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

In all HOME Homebuyer activities, the City of Hattiesburg employs Recapture as the method by which HOME investment is protected for the period of affordability. The HOME investment to be protected is described as the "direct subsidy," which includes the HOME investment that enabled the homebuyer to purchase a property. Direct subsidy includes two components:

1) Downpayment assistance, closing costs or other HOME assistance provided directly to the homebuyer, and;

2) The difference between the fair market value and a reduced sales price which is attributable to HOME development assistance.

These two components will be added together to identify the direct subsidy amount to be protected by the Recapture provisions.

Specifically, the City imposes Recapture requirements in accordance with 24 CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, pro rata, over the course of the affordability period.

In practice, the City will calculate the number of months that a beneficiary has satisfied the applicable affordability period and will divide that number by the total number of months of the applicable affordability period. The resulting percentage is the proportion of the affordability period that has been satisfied. The total award amount will be multiplied by this percentage. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture. The City may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

Example: A Homebuyer received HOME assistance in the amount of $10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying $10,000 (total award) by 33.33% (portion satisfied) equals $3,333. The total award can be reduced by this amount ($10,000 - $3,333) to arrive at the amount to be recaptured - $6,667. This $6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only $2,000 in net proceeds is available at sale, only $2,000 will be recaptured. If $20,000 in net proceeds is available at sale, only $6,667 will be

recaptured.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining affordability period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability for the new buyer based on the details of their own HOME assistance. In the even of foreclosure (or death) during the affordability period, the Deed Restriction filed at project completion will trigger and teh City will recapture funds if/when there are net proceeds from which an amount can be captured.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   N/A

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed $148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.

Attachments

Citizen Participation Comments

Citizen Participation Record Content:

- The first 6 pages consist of the citizen participation record related to the August 9, 2021, public hearing for the purpose of receive comments on the creation of the 2021 Action Plan priorities

- The next 5 pages consist of the citizen participation record related to the November 1, 2021, public hearing to solicit additional comments and present a draft 2021 Action Plan

MEMORANDUM

FROM: PETRA WINGO

SUBJECT: SUMMARY OF 08/09/202. PUBLIC HEARING FOR 2021 ACTION PLAN

DATE: 08/12/2021

The Community Development Division hosted an in-person and virtual public hearing, 08/09/2021, for the 2021 Action Plan for CDBG and HOME funds. Petra Wingo led the meeting and Stephanie Campos facilitated the public engagement piece.

Excluding City employees, there were no attendees in person or virtually.

2021 Action Plan Project Allocation:

CDBG:	Admin	$106,092
	Housing (includes Project Delivery)	$120,000
	Public Facilities & Improvements	$254,370
	Public Services (Homelessness activities)*	$50,000
	*public services will be limited	
HOME:	Admin	$29,703
	CHDO (we could specify project type)	$44,555
	Housing Rehabilitation	$222,771

One general public comment was received electronically, suggesting investment in the historically black communities of the City by acquiring and rehabilitating available existing properties.

Hattiesburg Publishing, Inc.

525 East Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fx

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, aweekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

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Signed: _____
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 5th day of August, 2021, a Notary Public in and for the County of Lamar, State of Mississippi.

(Signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71666 KATHERINE F. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY

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- ☐ Ad #: _____
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NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR THE 2021 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi will receive Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development for program year 2021. These funds total $827,491. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons of low and moderate income.

A Public Hearing is scheduled for Monday, August 9, 2021 at 5:00 p.m. in the Jackie Dale Sherrill Community Center, 220 W. Front Street for the purpose of receiving comments, and proposals on the creation of the 2021 Action Plan priorities. In light of social distancing requirements, there is an option for VIRTUAL participation with access by internet or phone. For instructions on how to join the virtual Public Hearing, please contact the Department of Urban Development at (601) 545-4558 no later than 3:00pm on August 5, 2021. Public Comments on the topic will be taken between August 5, 2021 and September 9, 2021.

The City will receive CDBG entitlement grant funding of $530,462 with $424,369 benefiting low- and moderate-income families, and HOME entitlement grant funding of $297,029 with $267,330 benefiting low- and moderate-income families. Eligible activity types include, but are not limited to such activities as:

CDBG:
Acquisition
Rehabilitation
Public Facilities & Improvements
Public Services
HOME:
Acquisition
Rehabilitation
Down Payment

However, a more inclusive list of eligible activity types can be found in the Code of Federal Register, 24 CFR 570 Subpart C and 24 CFR 92 Subpart E.

The City will consider all comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for August 9, 2021. Written comments will additionally be accepted in the Community Development Division through September 9, 2021. These comments will be utilized to assist in creating a draft plan which will be made available for review in the coming months. A summary of any comments accepted will be attached to the final action plan.

Comments related to this NOTICE may be mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403, or emailed to cdbg@hattiesburgms.com, or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4558. Anyone requiring special accommodation in considering these proposals, providing written comments, or in attending the public hearing are encouraged to contact the Community Development at (601) 554-1006 or email cdbg@hattiesburgms.com in sufficient advance of meetings for arrangements.

Published July 22, 2021
and August 5, 2021

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COMMENT FORM
2021 Action Plan for Housing

Community Development Block Grant and HOME Investment Partnerships (CDBG & HOME) Programs

Date: September 9, 2021

Name: Sheila W. Varnado

Address: 105 Cherokee Court Hattiesburg, MS 39401

Telephone: 601-606-5209

Email: Varnados@comcast.net

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2021 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). To ensure consideration, written comments must be received by the Community Development Division by September 9, 2021.

Comments:

I want to lend my support to the City of Hattiesburg's (COH) request for CDBG entitlement grant funding in the amount of $530,462. Hattiesburg has numerous viable opportunities to help revitalize Hattiesburg communities that were once very vibrant and historic black communities. They housed businesses, nice homes and served as the life blood for receiving volunteers from throughout the nation to assist with obtaining voting rights in Mississippi for all its citizens. These communities were the hub of African American life in the Hattiesburg community. Through the aging of previous generations, the ability of black professionals to move to other parts of the city, and the damage from natural disasters, these communities now need some intentional and targeted support to help revitalize them and bring them back to some of their former prominence in the COH. Through the efforts of other local entities, work has begun to revitalize one such area: the Mobile Street corridor. I would like to see the COH invest in these historically significant black communities by acquiring available existing properties, rehabilitating them for public services that can be used by the community to meet the current needs of its residents. In the Mobile Street community, revitalization of the historic African American USO, that was built in 1942 for the use of black soldiers stationed at Camp Shelby, has served as the impetus to bring this area back to life with the creation of a historic Museum District. There are more opportunities that exist. I would like to support the COH in obtaining and using these funds for those purposes.

Sheila W. Varnado

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

9/10/21 10:10am PM

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

P.O. Box 1898 • Hattiesburg, MS 39403 • 601.545.4558 • www.hattiesburgms.com

OMB Control No: 2506-0117 (exp. 09/30/2021)

PUBLIC HEARING SIGN-IN SHEET

Project: 2021 Action Plan

Facilitator: Petra Wingo

Meeting Date: 08/09/2021

Place/ Room: Jackie Dole Sherril Community Center | 5:00 p.m.

Name	Company/ Ward #	Phone	E-Mail
Petra Wingo	COH		pwingo@hattiesburgms.com
Ken Laster	COH		klaster@hattiesburgms.com
Andrew Ellard	COH		remote
Draquandra Johnson	COH		remote
Stephanie Campos	COH		remote

INTEROFFICE MEMORANDUM

FROM: Victor Vargas

SUBJECT: Summary of 11/01/2021 Public Hearing for 2021 Action Plan

DATE: 11/08/2021

The Community Development Division hosted an in-person and virtual public hearing on 11/01/2021 as the final effort in gathering public input for the 2021 Action Plan for CDBG and HOME funds. Peter Wingo led the meeting and Stephanie Campos facilitated the public engagement piece.

Excluding City employees, there were no attendees in person or virtually.

The proposed draft of the 2021 Action Plan allocates funding in the following way:

CDBG:	Admin	$106,192
	Housing (includes Project Delivery)	$120,000
	Public Services (noncleasures related)	$50,000
	Public Facilities	$254,370
HOME:	Admin	$29,703
	CHDO	$44,550
	Housing Rehabilitation	$222,771

CDD will finalize the 2021 Action Plan, and submit to HUD for approval.

Hattiesburg Publishing, Inc.
525 North Main Street, Suite C • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 264-2565 fax

Proof of Publication

IN THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The Paulette NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

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(signed) Angelina Phillips

Sworn to and subscribed before me this 14th day of October, 2021, a Notary Public in and for the County of Lamar, State of Mississippi.

(signed) [illegible]

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NOTICE OF PUBLIC HEARING AND COMMENT PERIOD

FOR THE 2021 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME INVESTMENT PARTNERSHIPS PROGRAMS AND AFFORDABLE RENTAL HOUSING

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi will receive Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development for program year 2021. These funds total $827,491. The funds will be used for the following activities:

Housing Rehabilitation: $223,777
CHDO Housing: $44,599
Administration: $29,705

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for November 1, 2021. When comments will be considered in order to be accepted in the Community Development Block Grant Division through December 2, 2021. These comments will be considered in the preparation of the Annual Action Plan which will be submitted to HUD. Comments received in writing and orally at the Public Hearing will be considered in preparing a final plan which will be submitted to HUD. Comments received will be attached to the final action plan.

(Comments should be directed to City Hall, First Floor, Urban Development/Community Development Division, 320 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4554. Anyone requiring special accommodation in considering these proposals, pending public hearing are encouraged to contact the Community Development at (601) 554-1098 or email cobg@hattiesburgms.com by the close of business on the deadline for arrangements.

CITY OF HATTIESBURG, MISSISSIPPI
By: /s/ Kristen Byrd, CAO (SEAL)

Tiffany Barnes, Mayor
PUBLISH: In the Legal Section
Thursday, October 14, 2021
Stephanie Hall Compton
City Clerk/Publishing
Office Manager & Public Engagement Coordinator
Ulysses Davis/Consultant
Phone: 601.545.4575
Fax: 601.544.0262
sbrid@hattiesburgms.com
Website: www.hattiesburgms.com
Publish October 14, 2021

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City of Hattiesburg
Attn: Cecile Jones
P.O. Box 1890
Hattiesburg MS 39403-1890

SIGNATURE EDITION
The Pine Belt NEWS

Invoice #	Month Ending
40027	10/31/2021

P.O. No.	Due Date
	11/10/2021
Terms/Deals	Sales Rep
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ATTENTION: We have a new address for submitting payments.
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Date	Description	Src of Ad	Total Pr Time	Rate	Publication	Amount
10/7/2021	Legal Notice - Ordinance 2854	270 words		32.76		97.78
10/7/2021	Proof of Publication Fee			3.50		3.50
10/7/2021	Legal Notice - Ord Ordinance 2855	257 words		29.27		26.27 -
10/7/2021	Proof of Publication Fee			3.00		3.00
10/7/2021	Legal Notice - Ord Ordinance 2856	285 words		34.20		34.20 -
10/7/2021	Proof of Publication Fee			2.50		2.50
10/7/2021	Legal Notice - Ord Ordinance 2857	236 words		96.79		20.12 -
10/7/2021	Proof of Publication Fee			3.50		3.50
10/7/2021	Legal Notice - Ord Ordinance 2858	281 words		61.82		6.82 -
10/7/2021	Proof of Publication Fee			3.50		3.50
10/14/2021	Legal Notice - Public Hearing CDBG	280 words		81.20		6.80 -
10/14/2021	Proof of Publication Fee			3.50		3.50
10/14/2021	Legal Notice - PH Below II - Debbie	401 words		85.25		68.25 -
10/14/2021	Proof of Publication Fee			4.00		4.00
10/14/2021	Legal Notice - Williams & Brown	446 words		55.52		29.12 -
10/14/2021	Proof of Publication Fee			3.00		3.00
10/14/2021	Legal Notice - Martin Rdwy	304 words		24.38		24.38 -
10/14/2021	Proof of Publication Fee			3.00		3.00
10/14/2021	Legal Notice - NCH-1 Bldg & Home	454 words		24.38		24.38 -
10/14/2021	Proof of Publication Fee			3.00		3.00
10/4/2021	Proof of Publication Fee			3.00		3.00
10/4/2021	Legal Notice - Major Vehicle 2021	430 words		52.20		52.20 -

Total

Payments/Credits

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Phone #	Fax #	Questions? E-Mail:
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Outstanding balances will incur a 1.5% service charge monthly, calculated from date date of invoice.

hattiesburgms.com/community-developments
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PUBLIC HEARING SIGN-IN SHEET

Project: 2021 Action Plan

Facilitator: Petra Wingo

Meeting Date: 11/01/2021

Place/ Room: Jackie Dale Sherrill Community Center | 5:00 p.m.

Name	Company/ Ward #	Phone	E-Mail
Dejuandra Johnson	COH		djohnson@hattiesburgms.com
Kendrick Luster	COH		kluster@hattiesburgms.com
Petra Wingo	COH		pwingo@hattiesburgms.com

CITIZEN PARTICIPATION DOCUMENTATION

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39401
(601) 268-2331 fax • (601) 266-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The Hattiesburg NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspaper as follows:

Total # of Words: 3 col x 8" Published 1 time

Date 1st Published: Feb 16 Amt 432.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Publisher's Fee: 432.00

Proof of Publication Fee: 3.00

DUE: 435.00

(Signed) Christina Purvis
The Hattiesburg NEWS

Sworn to and subscribed before me at my Presence, this 16th day of February, 2023, a Notary Public in and for the County of Lamar, State of Mississippi.

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Date: _____
- ☐ Acct: _____
- ☐ File Name: COH-Public Hearing
- ☐ Invoice #: _____
- ☐ Inv. Cl/Cld: _____
- ☐ Paid Date: _____
- ☐ POF sent: _____

NOTICE OF PUBLIC HEARING ON SUBSTANTIAL AMENDMENT TO FISCAL YEAR (FY) 2021 ANNUAL ACTION PLAN FOR THE ALLOCATION OF HOME AMERICAN RESCUE PLAN FUNDING (HOME-ARP)

The City of Hattiesburg, Mississippi will hold a public hearing, Monday, March 20, 2023, at 2:00p.m at Jackie Dole Sherrill Community Center, 220 W. Front Street to discuss the proposed activities identified in the City's draft HOME-ARP Allocation Plan. The purpose of the hearing is to give the public an opportunity to provide comments on the proposed Substantial Amendment to the FY 2021 Action Plan for the allocation of the HOME American Rescue Plan (HOME-ARP) funding, with proposed recommendations. The City of Hattiesburg expects to receive $1,075,484.00 in HOME-ARP funds appropriated under Section 3205 of the American Rescue Plan Act of 2021. The proposed activities and funding recommendations to be undertaken, and described in the draft HOME-ARP Allocation Plan, are as follows:

The Public Hearings schedule is as follows:

ACTIVITY	LOCATION	FUNDING RECOMMENDATION
Temporary/Emergency Shelter	TBD	$914,161.40
Administration (15% cap)	Community Development Division	$161,322.60
HOME-ARP Allocation Total:		$1,075,484.00

The draft HOME-ARP Allocation Plan and Substantial Amendment to the 2021 Action Plan will be available for review, Thursday, February 16, 2023, at www.hattiesburgms.com/community-development or at City Hall, first floor, Community Development Division, 200 Forrest Street, Hattiesburg, MS. Public Comments on the topic will be taken between February 16, 2023 - March 20, 2023.

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for March 20, 2023. Written comments will additionally be accepted in the Community Development Division through March 20, 2023, 4:00p.m. A summary of any comments accepted will be attached to the final plan.

Comments related to this NOTICE may be mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403, or emailed to cdbg@hattiesburgms.com, or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-1006. Anyone requiring special accommodation(s) in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact Community Development at (601) 554-1006 or email cdbg@hattiesburgms.com in sufficient advance of meetings for arrangements.

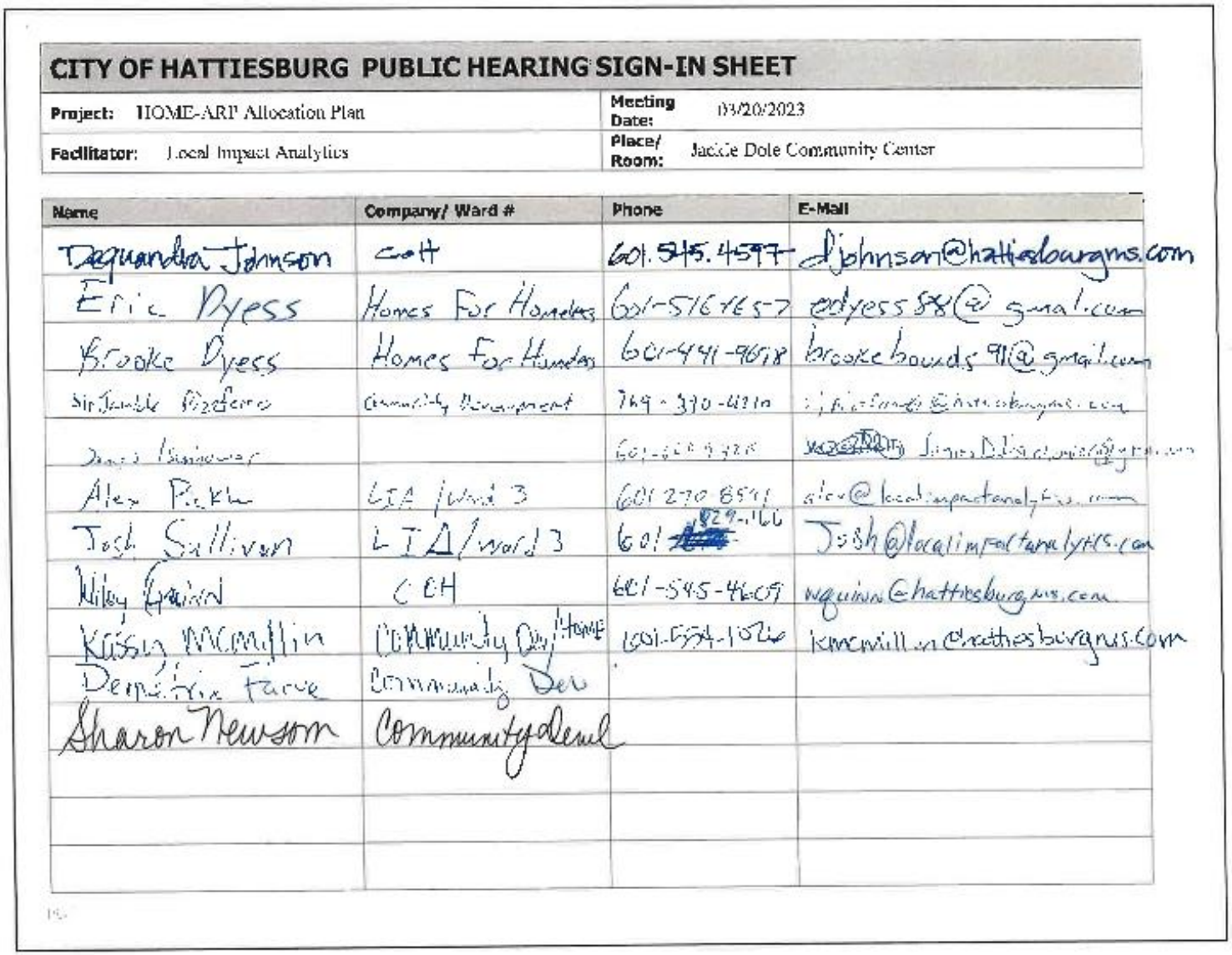
CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Easton
CITY CLERK

(SEAL)
Toby Barker, Mayor

Published February 16, 2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71866 KATHERINE H. BULLOCK Commission Expires Oct. 28, 2023 LAMAR COUNTY



CITY OF HATTIESBURG PUBLIC HEARING SIGN-IN SHEET

Project: HOME-ARP Allocation Plan	**Meeting Date:** 09/20/2023
Facilitator: Local Impact Analytics	**Place/ Room:** Jackie Dole Community Center

Name	Company/ Ward #	Phone	E-Mail
Dequandra Johnson	CoH	601.545.4597	djohnson@hattiesburgms.com
Eric Dyess	Homes For Homeless	601-516-4657	edyess58@gmail.com
Brooke Dyess	Homes For Homeless	601-441-9618	brookebounds91@gmail.com
Sir Jamble Rozeford	Community Development	769-370-4910	[illegible]
[illegible]		601-[illegible]	[illegible]
Alex Pickle	LIA / Ward 3	601 270 8541	alex@localimpactanalytics.com
Josh Sullivan	LIA / Ward 3	601 [illegible]829-1166	Josh@localimpactanalytics.com
Miley Quinn	CoH	601-545-4609	mquinn@hattiesburgms.com
Kristy McMillin	Community Dev/Home	601-554-1026	kmcmillin@hattiesburgms.com
Demetria Favre	Community Dev		
Sharon Newsom	Community Devel		

ASC
Advocacy-Service-Compassion

POST OFFICE BOX 169
HATTIESBURG, MS 39403-0169
PHONE: (601) 450-1286

March 20, 2023

City of Hattiesburg Department of Urban Development
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Partners:

Thank you for the opportunity to provide input into the City of Hattiesburg's plan for its use of HOME ARPA funds. As you may know, ASC has been an advocate and provider of housing and supportive services for homeless persons living with and affected by HIV in Hattiesburg and its surrounds since 2002. I personally have been engaged with homeless work since the early 1990s as an employee of the City of Hattiesburg. I truly believe that, with the best stewardship of the $1,075,484 (to be exact) awarded, homelessness in our community can be radically reduced. As a planner, I ask that this great opportunity afforded to the City by ARP be utilized in a deliberate and intentional way to improve the quality of life for all Hattiesburgers.

As I have reviewed the proposed plan in detail, there are a number of observations and suggestions I want to make:

Concerning Eligible Population:

I feel that the City has appropriately chosen "homeless", as defined by the McKinney-Vento Homeless Assistance Act, as its eligible population. As the Initial Homeless Point In Time Count for 2023, performed this January, showed, there were 113 street homeless in Forrest County, the vast majority of which are located with the City limits. Our region historically ranks highest in the number of street homeless within the MS HUD Balance of State Continuum of Care's 71 counties.

Concerning Eligible Activities

Experience shows that although the Housing First model is a critical component in addressing homelessness, that does not mean housing ONLY. Unfortunately, this plan is not structured to address the rest of the story.

The current proposed allocation by the City is as follows:

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services as defined in 24 CFR 578.53(e)*	$ 0.00		
Acquisition and Development of Non- Congregate Shelters	$ 914,161.40		
Tenant Based Rental Assistance (TBRA)	$ 0.00		
Development of Affordable Rental Housing	$ 0.00		
Non-Profit Operating	$ 0.00	0 %	5%
Non-Profit Capacity Building	$ 0.00	0 %	5%
Administration and Planning	$ 161,322.60	15 %	15%
Total HOME ARP Allocation	$ 1,075,484.00		

In my experience with HUD programming over the last 40 years, if a line item within a proposal is not populated, it is extremely difficult – if not impossible –to add a line item. So, the proposed allocation in essence leaves out several possible activities that may be necessary. I encourage the following to at the very least preserve these activities:

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services as defined in 24 CFR 578.53(e)*	$ 150,000.00		
Acquisition and Development of Non-Congregate Shelters	$ 610,387.20		
Tenant Based Rental Assistance (TBRA)	$ 100,000.00		
Development of Affordable Rental Housing	$ 0.00		
Non-Profit Operating	$53,774.20	5 %	5%
Non-Profit Capacity Building	$ 0.00	0 %	5%
Administration and Planning	$ 161,322.60	15 %	15%
Total HOME ARP Allocation	$ 1,075,484.00		

In addition, I am hopeful that within the Administration and Planning line item that a portion of these funds could be utilized by the City to perform more detailed needs assessment, providing agencies within the area much needed documentation for seeking additional funding for sustainability of the programming.

Again, thank you for the City's efforts to address homelessness and its willingness to support our and other agencies' programming.

Sincerely,

Kathryn Garner
Executive Director

CC: Mayor Toby Barker
Hattiesburg City Council
ASC Board of Directors

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 Ext. • (601) 268-2935 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The Printed Word, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspaper as follows:

Total Number of Words: 963 Published: 1 time

Date 1st Published: June 29 Amt: 115.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subscriber's Fee: 115.56

Proof of Publication Fee: 3.00

TOTAL: 118.56

Signed: Amanda Stearns
The Printed Word

Sworn to and subscribed before me, in my Presence, this 29 day of June, 2023, a Notary Public in and for the County of Lamar, State of Mississippi.

Signed: Christina Pierce

NOTICE OF PUBLIC HEARING ON SUBSTANTIAL AMENDMENT TO FISCAL YEAR (FY) 2021 ANNUAL ACTION PLAN FOR THE ALLOCATION OF HOME AMERICAN RESCUE PLAN FUNDING (HOME-ARP)

The City of Hattiesburg, Mississippi will hold a public hearing, Tuesday, August 1, 2023, at 2:00p.m. at Jackie Dale Sherrill Community Center, 220 W. Front Street to discuss the proposed activities identified in the City's draft HOME-ARP Allocation Plan. The purpose of the hearing is to give the public an opportunity to provide comments on the proposed Substantial Amendment to the FY 2021 Action Plan for the allocation of the HOME American Rescue Plan (HOME-ARP) funding, with proposed recommendations. The City of Hattiesburg expects to receive $1,075,484.00 in HOME-ARP funds appropriated under Section 3205 of the American Rescue Plan Act of 2021. There are a range of eligible activities including but not limited to rental housing, tenant-based rental assistance, supportive services, and non-congregate shelter. The proposed activities and funding recommendations to be undertaken, and described in the draft HOME-ARP Allocation Plan, are as follows:

The Public Hearings schedule is as follows:

ACTIVITY	LOCATION	FUNDING RECOMMENDATION
Non-congregate shelter	TBD	$914,161.40
Administration (15% cap)	Community Development Division	$161,322.60
HOME-ARP Allocation Total		$1,075,484.00

The draft HOME-ARP Allocation Plan and Substantial Amendment to the 2021 Action Plan will be available for review, Thursday, June 29, 2023, at www.hattiesburgms.com/communitydevelopment or at City Hall, first floor, Community Development Division, 200 Forrest Street, Hattiesburg, MS. Public Comments on the topic will be taken between August 2, 2023 – September 1, 2023.

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for August 1, 2023. While comments will additionally be accepted in the Community Development Division through September 1, 2023 4:00p.m. A summary of any comments accepted will be attached to the final plan.

Comments related to this NOTICE may be mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403, or emailed to cdbg@hattiesburgms.com, or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-1008. Anyone requiring special accommodation(s) or potentially interpreter(s), providing relative comments, or in attending the public hearing are encouraged to contact Community Development at (601) 554-1008 or cdbg@hattiesburgms.com for arrangements in sufficient advance of the meeting.

CITY OF HATTIESBURG, MISSISSIPPI
BY: /s/ Kenneth Sutton
CITY CLERK

(SEAL)
Toby Barker, Mayor

Published June 29, 2023

FOR OFFICE USE ONLY:

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STATE OF MISSISSIPPI NOTARY PUBLIC ID # 347954 CHRISTINA PIERCE Commission Expires April 26, 2027 LAMAR COUNTY

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

HOME- ARP AGENDA
August 1, 2023 2:00 pm- 3:00 pm
Jackie Dole Community Center
220 W Front Street

I. Welcome (Ms. Wingo)

II. Opening Remarks (Mr. Quinn)

III. "Making the Rounds"

- a CDD Introductions
- b. Organization Introductions

IV. Let's talk about Homelessness, Challenges & Impacts in our community

- a. Bethany Rigney - CoH Homeless Coordinator

V. LIA – Gap in Homelessness

- a. Needs Assessment & Gap Analysis Data

VI. Comment form/ Questions

VII. Closing Remarks

Notes: _____

AGENDA 8/7/23

CITY OF HATTIESBURG PUBLIC HEARING SIGN-IN SHEET

Project: HOME-ARP PUBLIC HEARING	**Meeting Date:** 8/1/2023
Facilitator: Petra Wingo	**Place/ Room:** JACKIE DOLF SHERRILL COMMUNITY CENTER | 2:30 p.m.

Name (Please Print)	Company/ Ward #	Phone	E-Mail
Maddie Roberts	LIA	312-856-5946	madelie@localimpactanalytics.com
Alex Pickle	LIA	601-270-8591	alex@localimpactanalytics.com
Lora Posey	COH	601-788-2599	poseycd17@gmail.com
Dominique Batton	COH	601 788-2599	Dominique.batton@cityofhattiesburg.com
Katie Kitchens	CDI	601-788-2599	Kitchenskc@mrsi.com
Judy Mellard	PHA HHA	601-583-1881	Jmellard@hattiesburgha.com
Kim Townsend	DAFS	601.475.1993	kimberly@dafs.ms
Tracy Clemon	USM - IDS	601-266-6063	tracy.clemon@usm.edu
Victor Estudiante	The Salvation Army	601 213 9419	victor.estudiante@uss.salvationarmy.org
Sharon Griffin	Boo Co LLC	601-595-7099	boococonsulting@gmail.com
Teri Jones	ASC	601-274-6472	tjones@ascms.org
Estima Holder	Changes	601 336-7193	estima.holder@pbmhr.org
Madison Polk	Changes	↓	madison.polk@pbmhr.org

OMB Control No: 2506-0117 (exp. 09/30/2021)

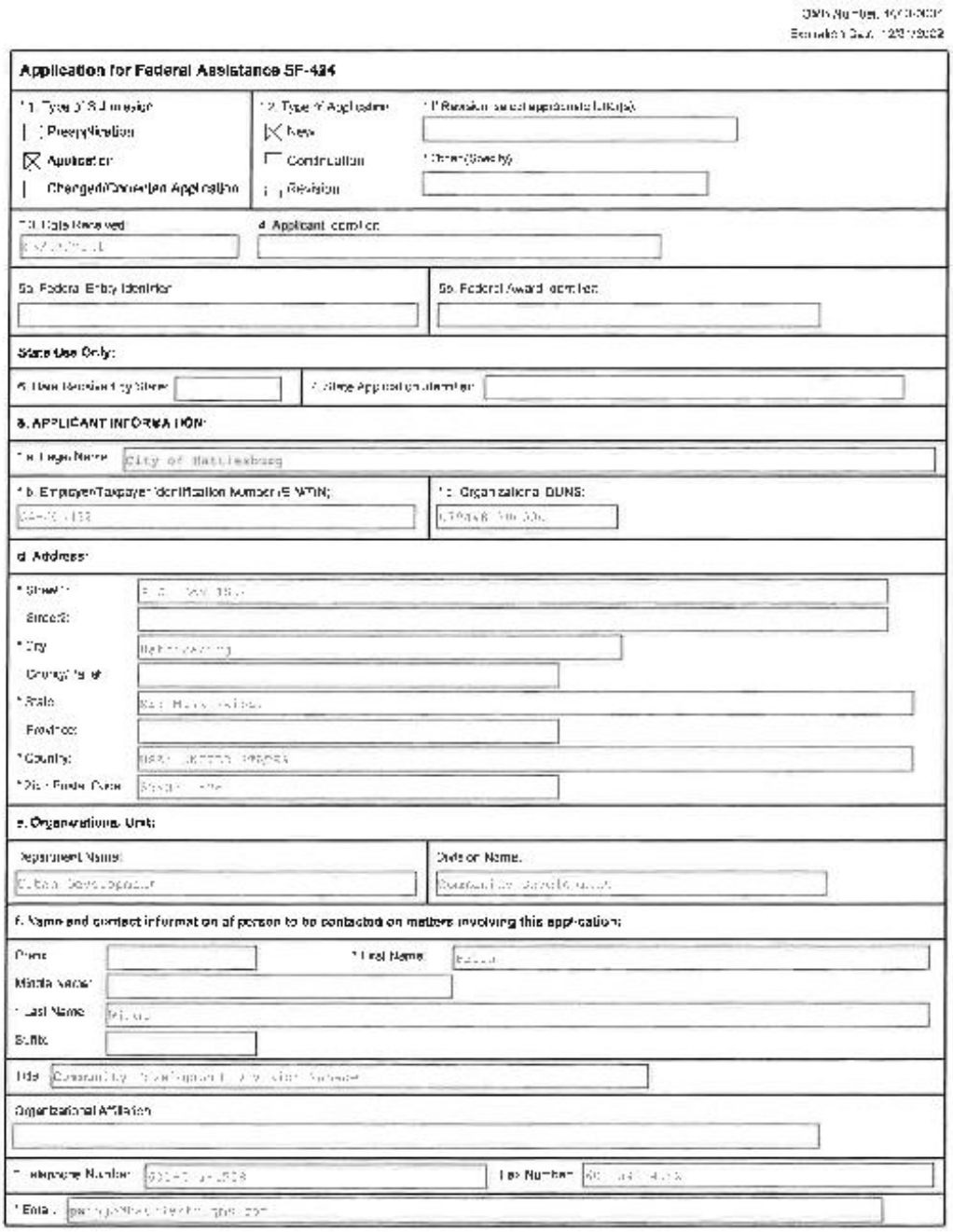
CITY OF HATTIESBURG PUBLIC HEARING SIGN-IN SHEET

Project: HOME-ARP PUBLIC HEARING	**Meeting Date:** 8/1/2023
Facilitator: Petra Wingo	**Place/ Room:** JACKIE JOLE SHERRILL COMMUNITY CENTER | 2:00 p.m.

Name (Please Print)	Company/ Ward #	Phone	E-Mail
Melissa Little	ASL Housing	[illegible]	mlittle@aslms.org
Katy Garner	ASL	601 408 3816	asl@aslms.org
Sgt. Jamelle Pettigrew	Community Development		
Bethany Rigsby	City of Hattiesburg		
Petra Wingo	COH		
Demetria Face	COH		
Vambell Travis	SSVF/Ward 5	601 543 2826	Kathleen.Travis90@gmail.com
James Isenhower		601 620 9426	JamesDIsenhower@gmail.com
Mavis Creagh	R3SM/Ward 5		mavis.creagh@r3sm.org
Michael Dixon	Pinebelt Foundation	601 307 3795	Mike@pinebelt foundation.org
Wiley Thomas	City of H'burg		

OMB Control No: 2506-0117 (exp. 09/30/2021)

Grantee SF-424's and Certification(s)



Application for Federal Assistance SF-424

* 1. Type of Submission:
[ ] Pre-application
[X] Application
[ ] Changed/Corrected Application

* 2. Type of Application:
[X] New
[ ] Continuation
[ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Hattiesburg

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

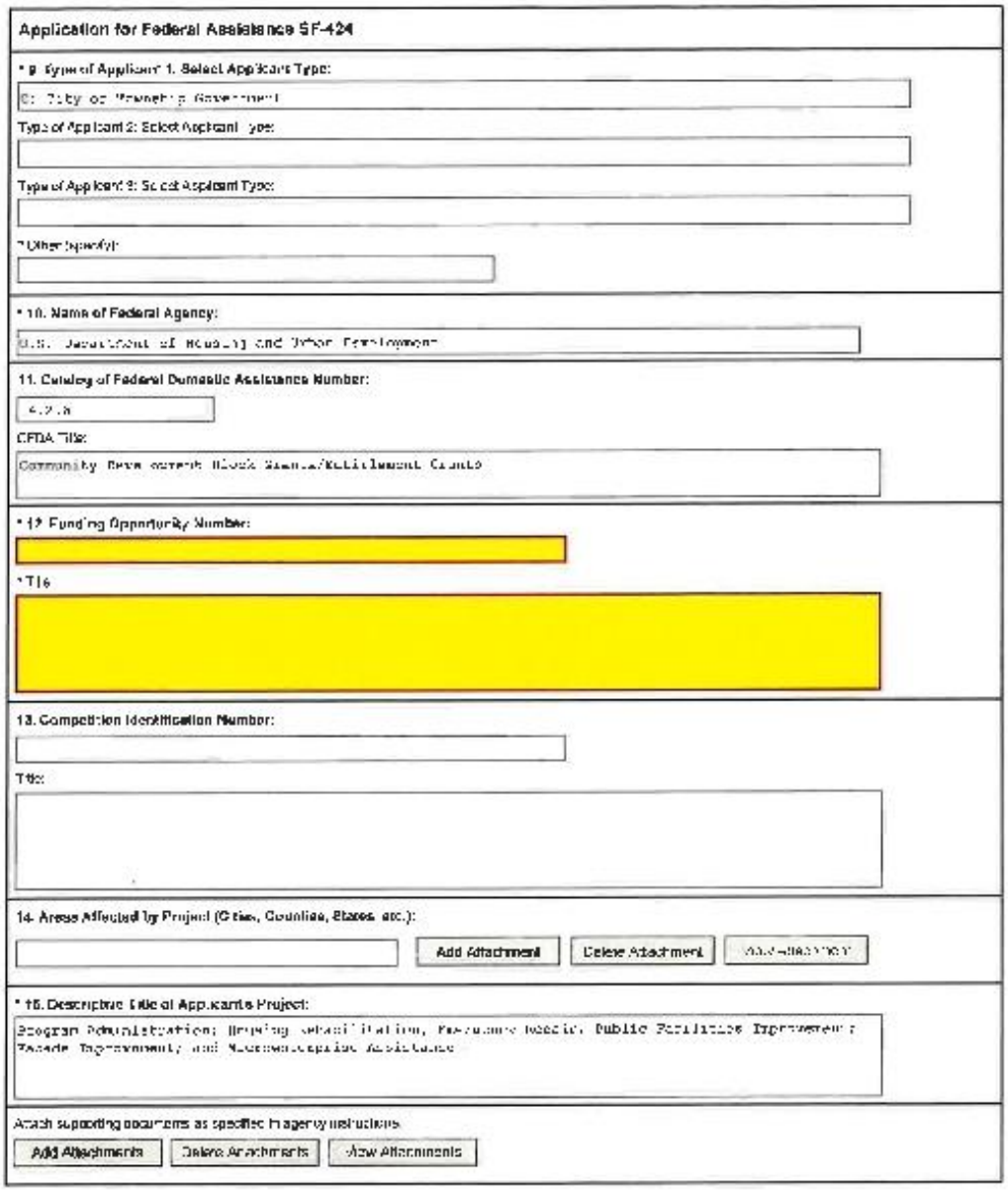
Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

OMB Control No: 2506-0117 (exp. 09/30/2021)



Application for Federal Assistance SF-424

* g. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

* 12 Funding Opportunity Number:

* Title

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

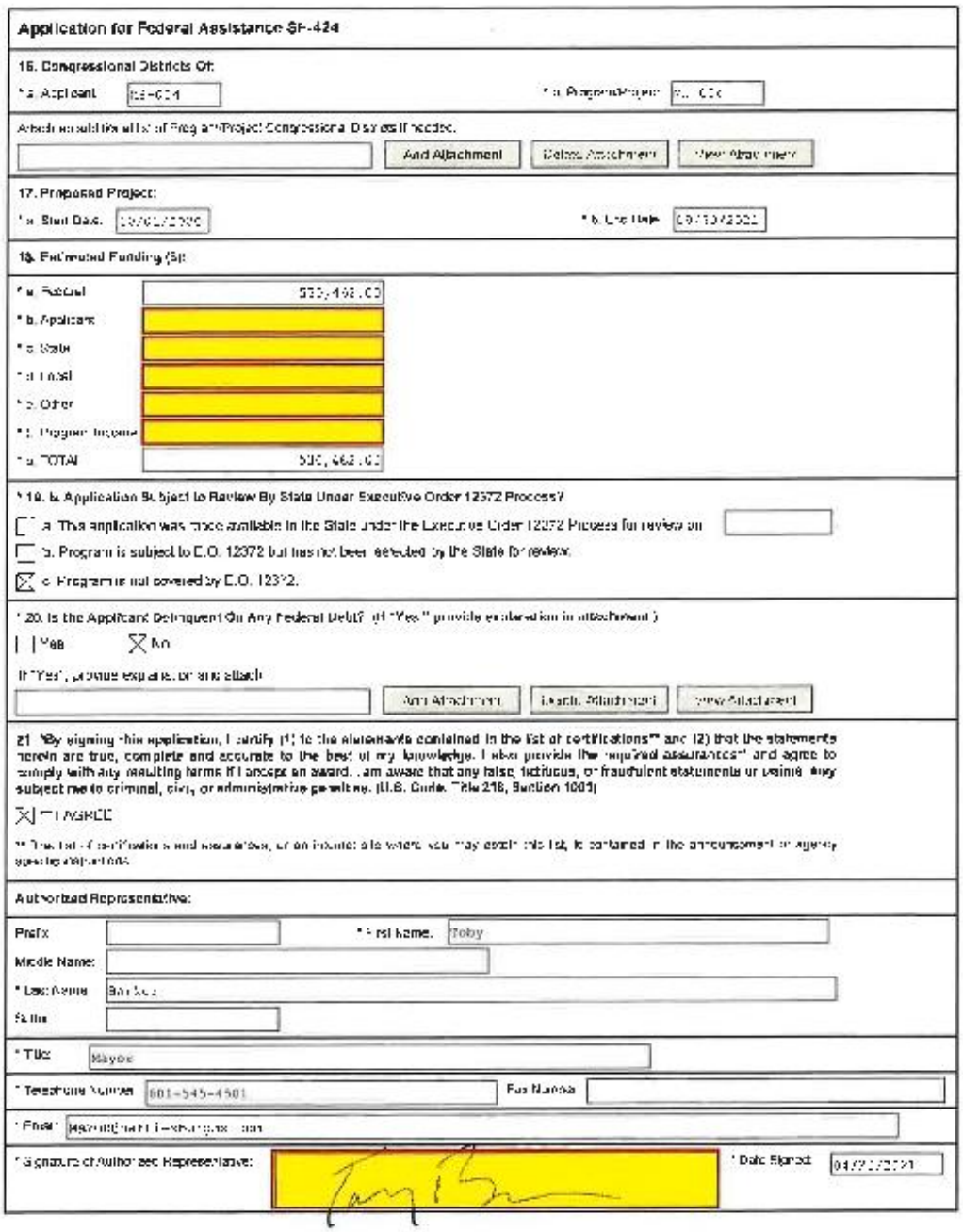
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Program Administration; Housing rehabilitation, Preventive Health; Public Facilities Improvements; Facade Improvements; and Microenterprise Assistance

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: [illegible] * b. Program/Project: [illegible]

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: [illegible] * b. End Date: [illegible]

18. Estimated Funding ($):

* a. Federal	533,462.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	533,462.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

[ ] a. This application was made available to the State under the Executive Order 12372 Process for review on

[ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.

[X] c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

[ ] Yes [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

[X] I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	* First Name: Toby
Middle Name:	
* Last Name:	[illegible]
Suffix:	
* Title:	Mayor
* Telephone Number:	801-545-4501 Fax Number:
* Email:	[illegible]
* Signature of Authorized Representative:	* Date Signed: [illegible]

OMB Control No: 2506-0117 (exp. 09/30/2021)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[redacted]	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Hattiesburg	07/12/2021

SF-424D (Rev. 7-97) Back

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
8/24/2021	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Hattiesburg
* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
64-6000439	0744913670000

d. Address:

* Street1:	200 Forrest Street
Street2:	
* City:	Hattiesburg
County/Parish:	
* State:	MS: Mississippi
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	39401-3868

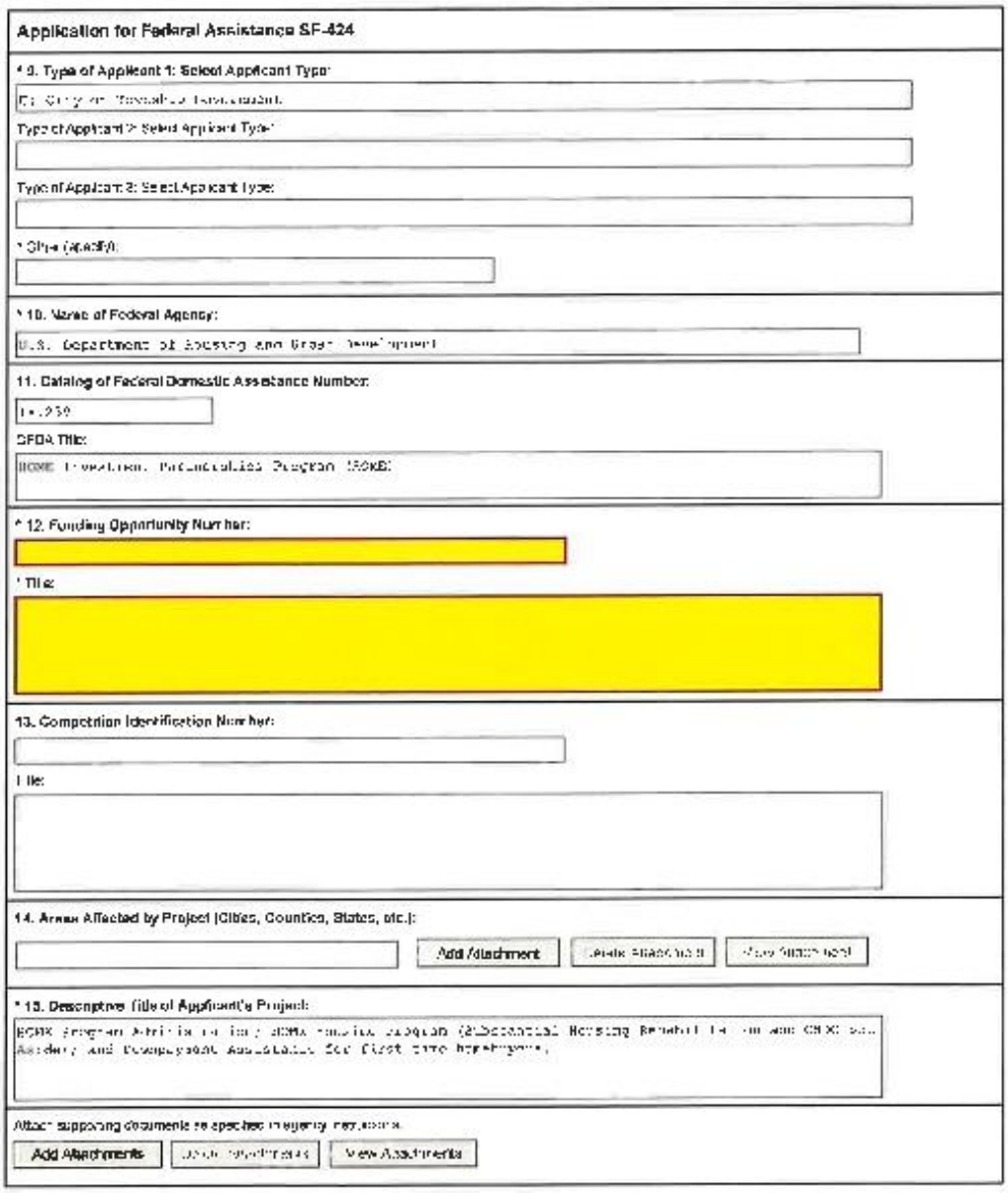
e. Organizational Unit:

Department Name:	Division Name:
Grants Administration	Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: Jeff
Middle Name:	
* Last Name:	Wilson
Suffix:	
Title:	Community Development Division Manager
Organizational Affiliation:	
* Telephone Number:	601-545-4591
Fax Number:	601-545-4592
* Email:	jwilson@hattiesburgms.com

OMB Control No: 2506-0117 (exp. 09/30/2021)



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (Specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program (HOME)

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

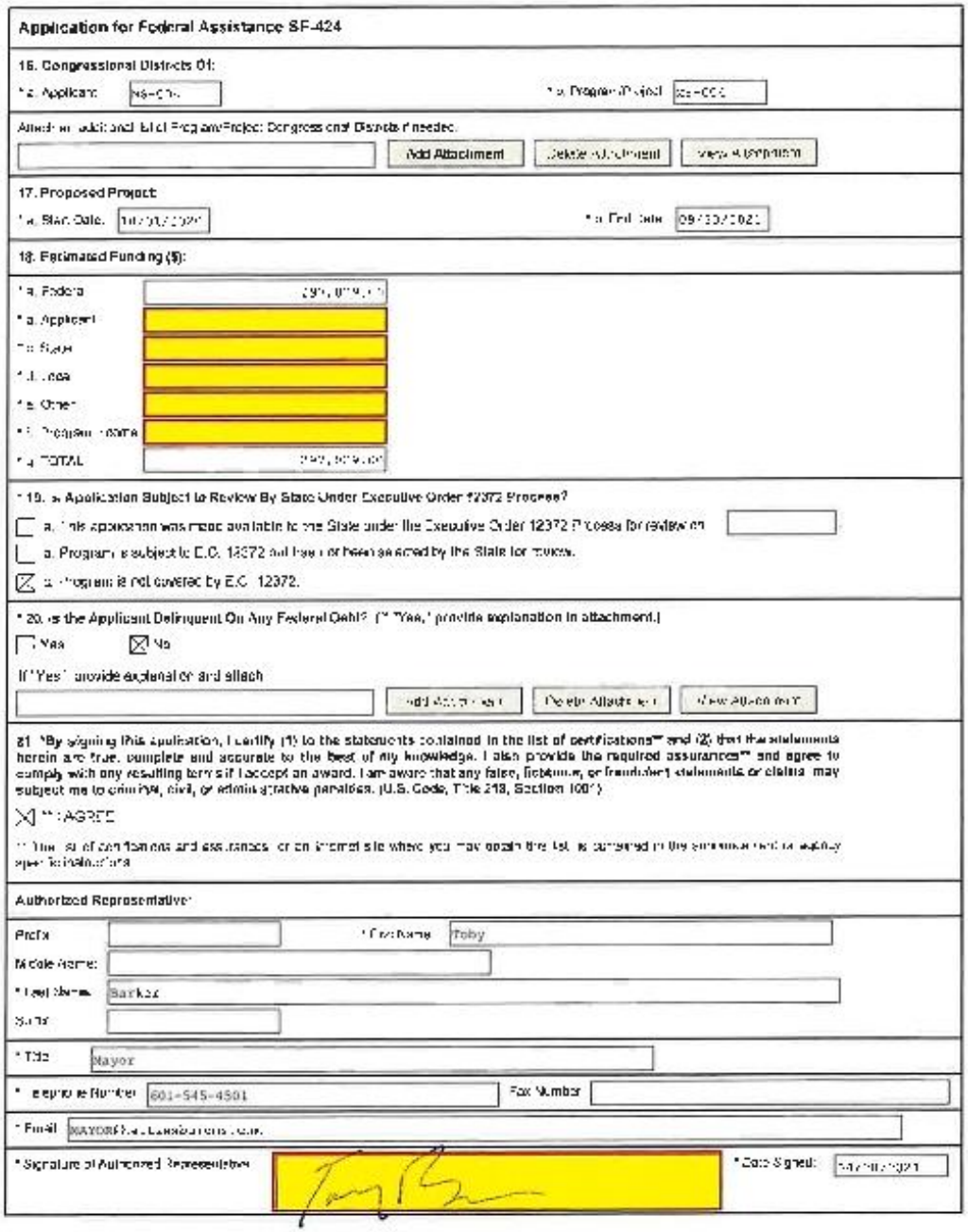
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

HOME Program Activities to Help HOME-Assisted Households Become and Remain Self-Sufficient Through Asset Building and Homeownership Assistance for First-Time Homebuyers.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: [redacted] * b. Program/Project: [redacted]

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: [redacted] * b. End Date: 09/30/2021

18. Estimated Funding ($):

* a. Federal	[redacted]
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	[redacted]

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes" provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix	* First Name: Toby
Middle Name:	
* Last Name:	Barker
Suffix:	
* Title:	Mayor
* Telephone Number:	601-545-4501 Fax Number:
* Email:	MAYOR@[redacted]
* Signature of Authorized Representative:	* Date Signed: [redacted]

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 09/30/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[redacted]	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Bessemer	05/10/2021

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing - The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME Programs.

Anti-Lobbying - To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

2. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

06/10/2021

Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community Certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.105

Community Development Plan – Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570

Following a Plan – It is following a current consolidated plan that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority – With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit – The aggregate use of CDBG funds, including Section 108 Guaranteed Loans, during program year 2021, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments – It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 Loan Guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds, if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with **Title** VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) AND THE Fair Housing Act (42 U.S.C. 3601-3619) and implementing **regulations**.

Lead-Based Paint – It activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K, and R.

Compliance with Laws – It will comply with applicable laws.

Signature of Authorized Official

04/20/2021

Date

Mayor

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance – If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plans.

Eligible Activities and Costs – It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §92.205 through §92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy Layering - Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Signature of Authorized Official

04/20/2021

Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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. Code. 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.

HUD SF 424 FORM

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received:	4. Applicant Identifier:	
5a. Federal Entity Identifier:	5b. Federal Award Identifier: M21-MC280201	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Hattiesburg
* b. Employer/Taxpayer Identification Number (EIN/TIN):	64-6000179
* c. Organizational DUNS:	0794870

d. Address:

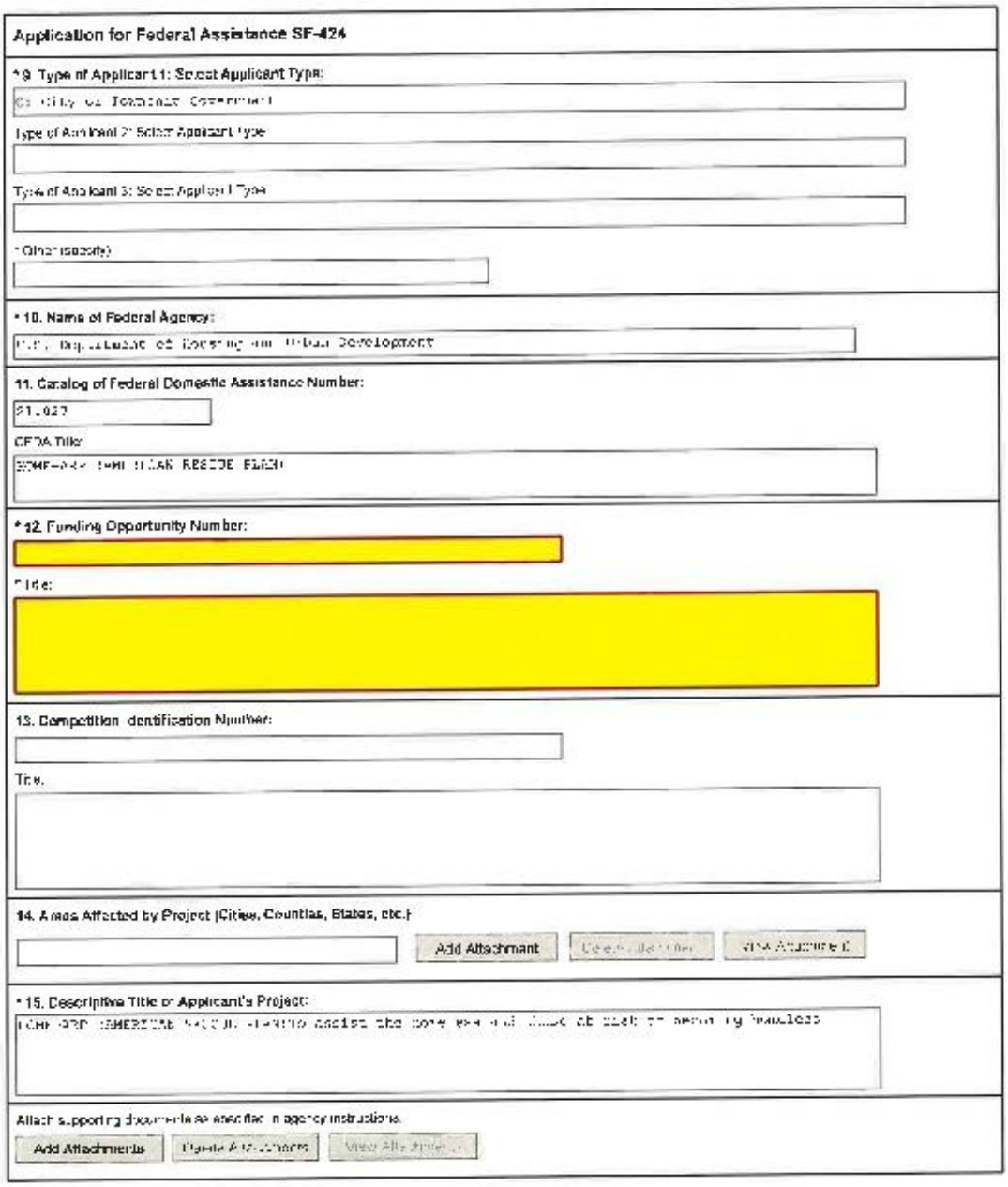
* Street1:	P.O. Box 1898
Street2	
* City:	Hattiesburg
County/Parish:	
* State:	MS: Mississippi
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	39403-1898

e. Organizational Unit:

Department Name:	Division Name:
Urban Development	Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: Petra
Middle Name:	
* Last Name:	Mingo
Suffix:	
Title:	Community Development Division Manager
Organizational Affiliation:	
* Telephone Number:	601-545-4558
Fax Number:	601 545-4590
* Email:	pmingo@hattiesburgms.com



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.267

CFDA Title:

CONTINUUM OF CARE PROGRAM

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

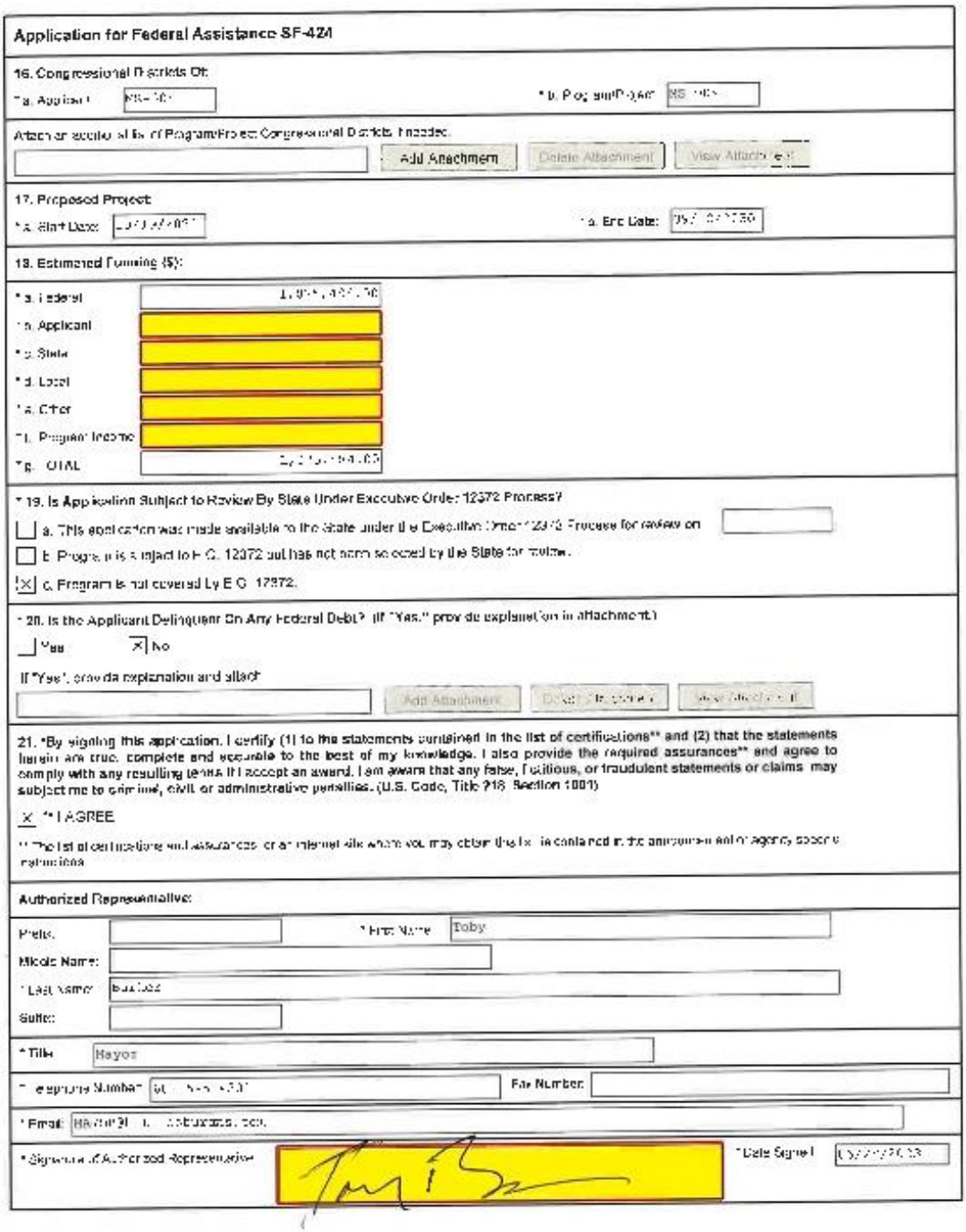
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

CHP CoC (AMERICAN RESCUE PLAN) funding assists the core services and rapid re-housing programs

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant [redacted] * b. Program/Project [redacted]

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: [redacted] * b. End Date: [redacted]

18. Estimated Funding ($):

* a. Federal	[redacted]
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	[redacted]

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	* First Name: Toby
Middle Name:	
* Last Name:	[redacted]
Suffix:	
* Title:	Mayor
* Telephone Number:	[redacted] Fax Number:
* Email:	[redacted]
* Signature of Authorized Representative:	* Date Signed: [redacted]

HUD SF 424B FORM

OMB Number 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[redacted]	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of [illegible]	05/[illegible]/2021

Standard Form 424B (Rev. 7-97) Back

HUD SF 424D FORM

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et. seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) relating to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION City of Harrisburg	DATE SUBMITTED March 29, 2023

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing - The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

2. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification – It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.

Signature of Authorized Official

3/29/22
Date

Mayor
Title

RESOLUTION

HOME-ARP

HOME-ARP Allocation Plan

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

Contact for Questions & public comments:

Department of Urban Development

Community Development Division

Email: cdbg@hattiesburgms.com

Phone: 601-554-1006

1

Describe the consultation process including methods used and dates of consultation:
In order to incorporate input from service providers and agencies, the City of Hattiesburg, the MS BOS CoC, and the city's consultants met in September of 2022 to develop an outreach list. This project team also attended the September meeting of the Pinebelt Coalition on Homelessness, which is a monthly meeting attended by the majority of relevant organizations, to make the group aware of the Needs Assessment and Gap Analysis process and the subsequent process for drafting the plan. Contact information was distributed at this meeting for anyone in attendance that wanted to meet directly prior to/in addition to the planned outreach.

The consultant, Local Impact Analytics (LIA), with feedback and input from the rest of the project team, then developed an electronic survey through Google Forms that was distributed to the Pinebelt Coalition on Homelessness, the Pinebelt Community Foundation, and to the City of Hattiesburg administration directly.

This survey received approximately 30 responses from service providers in the area. The survey included the capability for respondents to provide their contact information and volunteer for a follow up interview. Representatives from LIA attempted to reach those respondents by email to schedule meetings. In the event that the email outreach was unsuccessful, LIA attempted to call those respondents to initiate a follow up discussion. In most cases, these calls/meetings were successfully completed.

The method of contact and outcome of the request can be found in the table below.

List the organizations consulted:

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Date of Primary Contact	Feedback
ASC	Homelessness, HIV/AIDS	Survey, email, meeting	10/21/2022	See narrative
The Spectrum Center	LGBT+ medical, mental health, legal resource center	Survey	10/26/2022	See narrative
Changes Resource Center	Mental health and homelessness	Survey, email, phone call	10/24/2022, 1/6/2023	No response
Community Development Inc.	Mental health, elderly and disabled	Survey	11/16/2022	See narrative
Domestic Abuse Family Shelter-DAFS	Domestic abuse	Survey, email, phone call	1/6/2023	See narrative
DREAM of Hattiesburg Inc	Drug abuse	Survey, email	10/24/2022	No response

Hope Community Collective		Survey, email, phone call	11/29/2022	See narrative
Mississippi Balance of State Curriculum of Care	Homeless services	Meetings	9/20/2022	See narrative
Living Independent for Everyone (LIFE) of Mississippi	Disabled	Survey	10/20/2022	See narrative
Hattiesburg Housing Authority	Public Housing Authority	Phone call	2/13/2023	See narrative
Not My Seed, Inc	Domestic violence and bullying	Survey	11/21/2022	See narrative
Pine Belt Coalition on Homelessness	Homelessness	Meeting	9/20/2022	See narrative
Pine Belt Community Foundation	Private organization	Survey	10/18/2022	See narrative
Pine Belt Mental Healthcare	Mental healthcare	Survey, email, phone call	10/24/2022, 1/6/2023	No response
Recover, Rebuild, Restore Southeast Mississippi (R3SM)	Private organization	Survey, phone call	1/4/2023	See narrative
The Salvation Army-Hattiesburg		Survey, email, phone call	1/5/2023	See narrative
Supportive Services for Veteran Families	Veterans services	Survey	10/17/2022	See narrative
USM – Institute for Disability Studies	Disabled	Survey, phone call	2/13/2023	See narrative
National Association for the Advancement of Colored People (NAACP)	Civil rights, fair housing	Phone call	2/23/2023	See narrative

City of Hattiesburg Administration	Public, all QPs	Meeting	10/21/2022	See narrative

Summarize feedback received and results of upfront consultation with these entities:
In addition to the survey responses, we conducted several follow-up discussions with respondents that supplied contact information. Though we reached out by email and phone to each of these individuals, we were not able to make direct contact with everyone. For the purposes of anonymity, direct quotes and paraphrased feedback will not be directly attributed to specific individuals. We will organize this section by topic and provide relevant takeaways from each of these individual meetings or phone calls.

In the Spring of 2023, Judy Mellard with the Hattiesburg Housing Authority was contacted and provided input and information used in the Allocation Plan draft. In HUD's initial response, the city was informed that the Regional Housing Authority must be consulted to meet the requirements.

Between June 7th and June 26th, 2023, LIA made multiple attempts to directly contact the Region VIII Housing Authority via phone using their main office contact number (601-582-7664) to solicit input and feedback on the Allocation Plan. LIA left voicemail messages at this number, and only had the call answered by a representative at the housing authority once. The individual answering the phone stated that she was unable to answer our questions and informed us that we would need to contact "corporate" to have this discussion. We confirmed with her that she was referring to the South Mississippi Housing Authority headquartered in Gulfport. Multiple attempts to contact this office via phone at (228) 831-2992 were unsuccessful, and calls were not returned.

In addition to the numerous meetings held with Community Development staff throughout the process of developing the Needs Assessment and Gap Analysis, LIA representatives met with the City of Hattiesburg's Chief Administrative Officer, Ann Jones on October 21st, 2022. This was one of the earlier meetings held as part of the Needs Assessment and covered broad background information about the issue of homelessness in Hattiesburg. Much of the meeting focused on the issue of a temporary shelter, including the city's perspective on interactions with the Salvation Army regarding stalled efforts to reestablish their emergency shelter. Discussion included the administration's desire to facilitate the opening of a new shelter, as well as their desire to contract out the operations of the shelter to a qualified organization.

1. **Temporary Shelter**

One of the most prevalent topics that arose throughout the survey and community conversations was the absence of a temporary or emergency shelter in the city. Each of the individuals that we met with had unique insight into this issue from a variety of perspectives. First and foremost, the recognition that a temporary shelter is one of, if not the, most glaring needs for the city is practically universal. Until the 2017 tornado, the Salvation Army operated a shelter that consisted of 52 beds. Feedback from several respondents/interviewees suggested that even prior

to the tornado, there were disconnects between the shelter and the homeless population. For instance, one interviewee shared that state issued identification was an intake requirement for the shelter, which made it inaccessible for many of the most vulnerable members of the community. The operational costs of the shelter were also a heavy burden on the Salvation Army, which threatened the organization's ability to continue to operate other programs, such as the Boys and Girls Club.

After the tornado, and during the attempt to rebuild the shelter, Salvation Army leadership discovered that the building was not adequately insured. So, while the facility has been rebuilt to some extent, there are still major repairs and renovations that would be necessary for it to reopen. This includes plumbing, security systems, flooring, mold mitigation, and additional furnishings. There are also concerns about the location of the shelter, particularly its proximity to the organization's after school programs.

In the almost six years since the tornado, there has been little consensus on the best path forward. Although it seems like a simple solution should be to reopen the facility that previously served as the temporary shelter, the obstacles to that are not simply the lack of adequate funding. It is possible that another location would be more suitable and that another organization would be better situated to staff and operate an emergency shelter. The Salvation Army facility could then be repurposed as transitional housing, which would still provide a housing solution.

2. **Housing inventory**

Another common issue that arose in follow-up discussions was the need for more affordable housing inventory in general. Hattiesburg, like most of the country, has seen housing costs spike in recent years, driven in part by the impacts of the COVID-19 pandemic and subsequent economic and supply chain conditions. On top of the national housing environment, several areas of the city have yet to fully rebuild from a number of natural disasters (including tornadoes in both 2013 and 2017). This is shown in the vacant housing data discussed later in this report. We learned through follow up discussions that R3SM has assisted in the full reconstruction of 30 homes that were destroyed in 2017 and assisted with over 100 repairs to homes that were not completely destroyed. Even still, there are many more housing units that remain uninhabitable.

In addition to the single-family housing unit inventory, multiple respondents and interviewees highlighted the need for additional housing assistance across the board. Some focused on the need for more affordable multifamily housing development, some on the need for additional housing subsidies and rental assistance, and some focused primarily on housing needs for subpopulations (those suffering from addiction, domestic violence victims, or LGBT+ youth, for example). In many cases, such facilities/programs already exist, but are unable to fully meet the needs of the community due to lack of space or resources. Another concept discussed in one follow up interview was the possibility of "scattered site sheltering", which would provide a more flexible housing solution that could adapt to the needs of different populations while mitigating community pushback over the location of the facility.

3. **Interagency Collaboration**

Another frequent topic of discussion in follow-up interviews was the challenges in the community related to interagency collaboration. Meetings with BOS leadership revealed that Hattiesburg lags behind other areas in the state in terms of utilization of the CES and VI-SPDAT. From both the survey responses and follow-up discussions, it's clear that some organizations use these centralized systems inconsistently (if at all) which makes the entire system less reliable for those that do. Interestingly, nearly every survey respondent and many of those that we met with felt that there is a strong culture of collaboration between organizations in the city. The caveat being that the system of cross-agency referrals is generally informal and rooted in personal networks. The decentralized nature of this ecosystem makes it difficult for anyone to understand a full picture of what services are being provided, to whom, by whom, and to what extent.

An observation that was brought up more than once was that the resistance to using these tools is due primarily to a disconnect in understanding, not of how to use them but of the importance of their use. Many interviewees felt that opportunities for training have been sufficient, but that many organizations do not see the value they bring.

4. **Community Involvement**

Building on the conversations surrounding interagency collaboration, we frequently discussed the gap between the service providers and the community at-large. Nearly everyone we talked to mentioned that they interact with churches and faith-based organizations on a regular basis. In many cases, churches in the community are the first to make contact with an individual or family in need of services. Unlike the organizations providing direct services, church staff members are not familiar with or trained to use the CES. Instead, they will simply call relevant organizations with requests or to make referrals. Intentional outreach and education for churches, or similar organizations, that regularly interact with homeless individuals or those who are at-risk would greatly benefit the agencies providing direct services.

Another point of emphasis was the lack of professional diversity present at the Pine Belt Homeless Coalition meetings. One interviewee pointed out that the monthly meetings are well attended, but that those present are all either full-time employees or student interns for service providers. This individual expressed a desire to see more business leaders, healthcare professionals, and religious leadership present at these meetings. This would increase visibility of the needs of these organizations within the community and provide useful experience and perspectives that are not currently well-represented.

5. **Transient Populations**

Multiple individuals that we spoke with brought up the unique challenge of serving the homeless population in Hattiesburg, specifically as it pertains to a large subset of the population that is highly transient. Hattiesburg's central location between Jackson, the Gulf Coast, New Orleans, and Mobile, results in a significant number of homeless individuals that are "just passing through". Volunteers and service providers have long struggled with how to address this population, particularly with how to capture those individuals using the CES and VI-SPDAT. If

someone is entered into the system and then "leaves town", there is not an accurate option available to resolve their case in the system.

To explain the impact of this issue, we will use a common example of a homeless individual arriving into Hattiesburg with plans to leave for a larger city within a few days. In these scenarios, agencies are put in a situation where they have two general options.

First, they can use the assessment tools and CES, even though they know that they will not be able to make contact with this person again. Overtime, this results in a list full of people identified in need of services that not only cannot be contacted but are likely no longer within 100 miles of the city. This reduces the effectiveness of the tool for those individuals that can benefit from local services and punishes the agencies for using the provided tools by negatively impacting their metrics for reasons that are outside of their control. Their second option is to try to provide services for the individual without using the centralized system and assessment tools. This results in an underreporting of activity and creates a barrier between the individual in need and the resources intended to assist them.

Importantly, the transient population is the most negatively impacted by the lack of a temporary shelter. Since these individuals have no intention of staying in Hattiesburg for longer than it will take them to find transportation to their next destination, intermediate/long-term housing solutions are not helpful to them. Additionally, the lack of reliable data undercuts local agencies' ability to justify the need for very short-term services like overnight shelters or transportation assistance.

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- **Date(s) of public notice: 2/16/2023**
- **Public comment period:** start date – **2/16/2023** end date - **3/20/2023**
- **Date(s) of public hearing: 8/1/2023**
- **Public comment period:** start date – **8/2/2023** end date – **9/1/2023**

Describe the public participation process:
The City conducted a Public Hearing on March 20, 2023, for the purpose of receiving community input on the draft creation of the HOME ARP Allocation Plan. The meeting was not well attended. On August 2, 2023, a public hearing was held to present the HOME-ARP Draft

Allocation Plan. Community turn-out was better than the initial input meeting. In addition to newspaper publications, the City utilized its website, community calendar and its Facebook page to provide notice of the hearings and comment periods.

Describe efforts to broaden public participation:
For public hearings, the City's website and local paper was used to promote the public hearing, Due to the low turn-out of the first meeting, for the August 2, 2023 meeting, the City's Chief Communications Officer was specifically engaged to utilize social media and the Neighborhood Coordinator assisted in identifying community residents to aid in promoting the public hearing.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:
One comment was received from the March 20, 2023 meeting. Comment requested re-consideration of the proposed allocation of all available funding to a non-congregate shelter. Submission suggested funding consideration for supportive services, TBRA, and non-profit operating expenses. There were no comments received from the August 1, 2023 meeting.

Summarize any comments or recommendations not accepted and state the reasons why:
All comments and/or recommendations received were accepted.

Needs Assessment and Gaps Analysis

Describe the size and demographic composition of qua*lifying populations within the PJ's* boundaries:

Homeless as defined in 24 CFR 91.5
Point in Time Count

Point in Time (PIT) Counts for this gap analysis utilizes data provided by the Mississippi Balance of State's (MSBOS) Regional Command Center. These PIT Counts utilize 24 CFR 91.5 as the basis for defining Homeless individuals. This data was for Forrest County, and therefore may contain individuals outside of the city limits of Hattiesburg. Given the population and homelessness services density of Hattiesburg, it is likely most of the individuals contained in the PIT Count for the county regularly traverse the city limits. PIT Counts for 2020 and 2022 were provided for this gap analysis, detailing age, gender, demographic, and chronically homeless status for all counted persons.

In 2020 there were 120 individuals experiencing homelessness within the county, with the majority of these individuals being over the age of 24 (115). In this same period, there were four (4) children under the age of 18 who were homeless and only one (1) adult between the ages of 18-24 experiencing homeless. The PIT Count for 2022 showed a 58% decrease in the total number of individuals experience homelessness, with only 69 total individuals experiencing homelessness within Forrest County in 2022. Children experiencing homelessness decreased to only one (1) child while adults between the ages of 18-24 increased to three (3). There were 29 individuals experiencing chronic homelessness in the 2020 PIT count, with a decrease of 35% to

19 as of the 2022 PIT Count. The number of veterans experiencing homelessness did not change in the 24-months between the two counts, with both the 2020 and 2022 PIT Count identifying six (6) veterans experiencing homelessness within Forrest County. However, it should be noted that it is likely that the individuals included in the count of veterans were different individuals based on variances in reported household size and demographic data for veterans in the 2020 and 2022 PIT Counts.

Data Quality

The PIT Counts for 2020 PIT contained seven (7) profiles missing ethnicity data, three (3) profiles missing race data, and one (1) profile missing household type data. Assuming that each missing data point is from a unique profile, the 2020 PIT Count still contains complete profiles for over 90% (110) of the homeless population in Forrest County. Due to this, the totals for subgroups experiencing homelessness may not add up to the total of reported individuals experiencing homelessness for the 2020 PIT Count. The 2022 PIT Count had no profiles with missing data.

The following tables highlight key data points from both PIT Counts so that the changes between the two years can be compared side by side. The entirety of both the 2020 and 2022 PIT Counts for Forrest County have been included in Appendix A of this analysis.

Table 1: Households without Children

	2020 Households Without Children	2022 Households Without Children
Total Households	111	57
Total Individuals	113	67
Members Age 18-24	1	3
Members Age 25+	112	64

Table 2: Households with One or More Children

	2020 Households with Children	2022 Households with Children
Total Households	2	1
Total Individuals	6	2
Members Age under 18	4	1
Members Age 25+	2	1

Table 3: Households by Gender

Gender	2020 Households	2022 Households
Male	83	48
Female	36	21
Transgender	0	0
Non-binary	0	0
Questioning	0	0

Table 4: Households by Ethnicity

Ethnicity	2020 Households	2022 Households
Non-Hispanic/Non-Latin(a)(o)(x)	106	66
Hispanic/Latin(a)(o)(x)	2	3

Table 5: Households by Race

Race	2020 Households	2022 Households
White	65	33
Black, African American, or African	38	33
Asian	0	0
American Indian, Alaska Native, or Indigenous	1	1
Native Hawaiian, or Pacific Islander	0	0
Multiple Races	4	0

Table 6: Households by Veteran Status

	2020 Households with Veterans	2022 Households with Veterans
Total Households	6	6
Total Individuals	6	8
Male	6	6
Female	0	0
Non-Hispanic/Non-Latin(a)(o)(x)	6	6
Hispanic/Latin(a)(o)(x)	0	0
White	4	4
Black	1	2
Multiple Races	1	0

Table 7: Chronically Homeless

	2020 PIT Count	2022 PIT Count
Households with Children	0	0
Households without Children	29	19
Veteran Households	0	1
Unaccompanied Youth	0	2

Table 8: Additional Homeless Population (Adults Only)

	2020 PIT Count	2022 PIT Count
Serious Mental Illness	25	13
Substance Use Disorder	23	7
HIV/AIDS	1	0
Survivors of Domestic Abuse	7	13

At Risk of Homelessness as defined in 24 CFR 91.5

The first criteria for an individual or family to be categorized as "at-risk of homelessness" by The United States Department Housing and Urban Development's (HUD) definition is having a household income below 30% of the area's median household income. The median household income for the City of Hattiesburg is $36,729 (ESRI 2022), and the HUD defined threshold for 30% AMI for the city is $13,200 for a household with only one (1) member. Within the city, there are an estimated 5,661 households that meet this criterion. While it is likely that there are more households with incomes less than 30% AMI, the number of households identified as earning under $13,200 represents over 10% of the city's population. Considering the number of households qualifying for the lowest possible AMI band, investigations of additional qualifications for income ranges are not necessary to validate the large population qualifying as at-risk of homelessness. Table 9 shows these block groups and the number of households falling below the threshold.

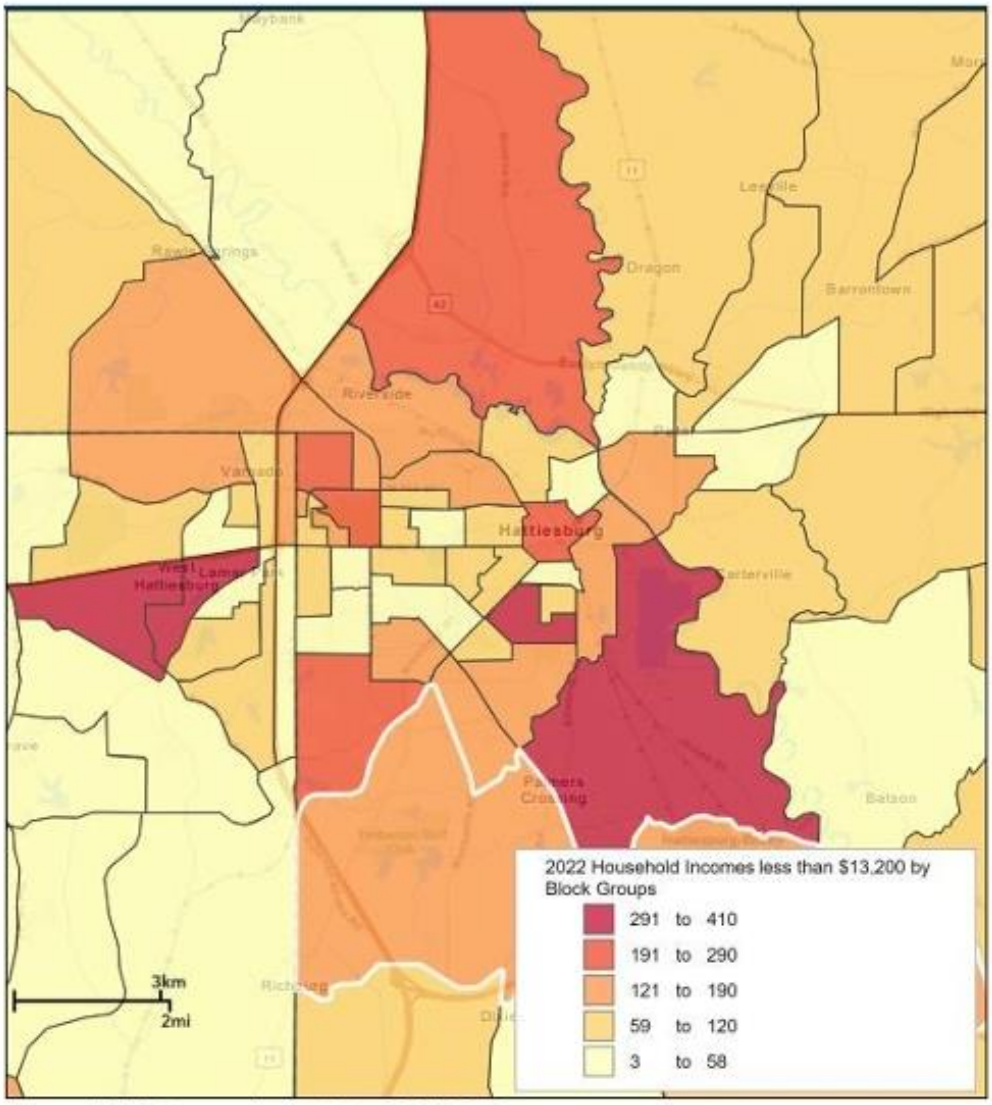
Table 9: 2022 Households with Incomes Less Than $13,200 by Census Block Group

Block Group	2022 Household Incomes less than $13,200	Block Group	2022 Household Incomes less than $13,200
280350105.001	178	280350102.011	176
280350002.001	18	280350102.012	115
280350002.003	81	280350102.022	45
280350003.001	62	280350102.023	3
280350003.002	54	280350105.002	302
280350003.003	92	280350107.001	197
280350005.001	145	280350107.002	61
280350006.011	66	280350107.003	56
280350006.012	410	280730202.052	42
280350006.013	86	280730202.053	25
280350006.021	155	280730202.063	13
280350006.022	147	280730203.032	55
280350007.001	105	280730203.041	81

280350007.002	50	280730203.042	29
280350007.003	128	280730203.043	11
280350008.001	56	280730203.044	81
280350008.002	85	280730203.051	339
280350008.003	40	280730203.052	357
280350008.004	234	280730203.061	130
280350010.001	166	280730203.062	100
280350010.002	279	280730203.071	164
280350011.001	103	280730203.081	81
280350011.002	134	280730203.082	110
280350011.003	159	280730203.083	55

Source: 2022 ACS Survey

Figure 1: 2022 Households with Incomes less than $13,200 by Census Block Group



Source: ESRI Community Analyst, 2022 ACS Survey

13

Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

According to data published by the Hattiesburg American, there were 233 domestic violence incidences in Hattiesburg in 2019. In 2020, that number rose over 20% to 282 cases. Through October of 2021, there were 280 total cases. In an interview conducted for this gap analysis with a representative from the Domestic Abuse Family Shelter, we learned that the shelter's 26 beds are consistently full. Additionally, while the PIT Count data shows consistent decreases in homelessness across demographics from 2020 to 2022, the number of individuals fleeing domestic violence nearly doubled from 7 to 13. All of these data points suggest a rise in need for resources and spaces dedicated to serving victims of domestic violence.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability:

HUD's definition of At Risk of Homelessness has eleven (11) qualifying criteria across three (3) different categories, making identifying all individuals or households from public data sources difficult. To provide comprehensive data set of the population that is at risk of homelessness within Hattiesburg, we have provided multiple sets of economic and demographic metrics across multiple geographic areas within the city that may have higher concentrations of individuals and families that are at risk of housing instability. These characteristics included disability status, housing costs as a percentage of income, age, and public assistance eligibility.

Table 10: Key Demographic Metrics Summary

Variable	Hattiesburg City, MS
2022 Total Population	48,750
2022 Household Population	43,042
2022 Median Household Income	$36,729
2020 Households with 1+ Persons with a Disability	6,394
2020 Households with 1+ Persons with a Disability (%)	35.86%
2020 Households Receiving Food Stamps/SNAP	3,738
2020 Households Receiving Food Stamps/SNAP (%)	20.97%
2022 Unemployment Rate	5.9%
2022 Unemployed Population Age 16+	1,343
2022 Civilian Population 65+ in Labor Force	948
2022 Civilian Population Age 16+ in Labor Force	22,695
2020 Renter HHs with 1.51 or more Occupants per Room	143
2022 Senior Population (Age 65+)	6,444
2022 Population Age 25+: Less than 9th Grade	921
2022 Population Age 25+: 9-12th Grade/No Diploma	2,373
2020 Pop 18-64 Speak Spanish & No English	55
2020 Owner Households with No Vehicles	394

Disabled Persons

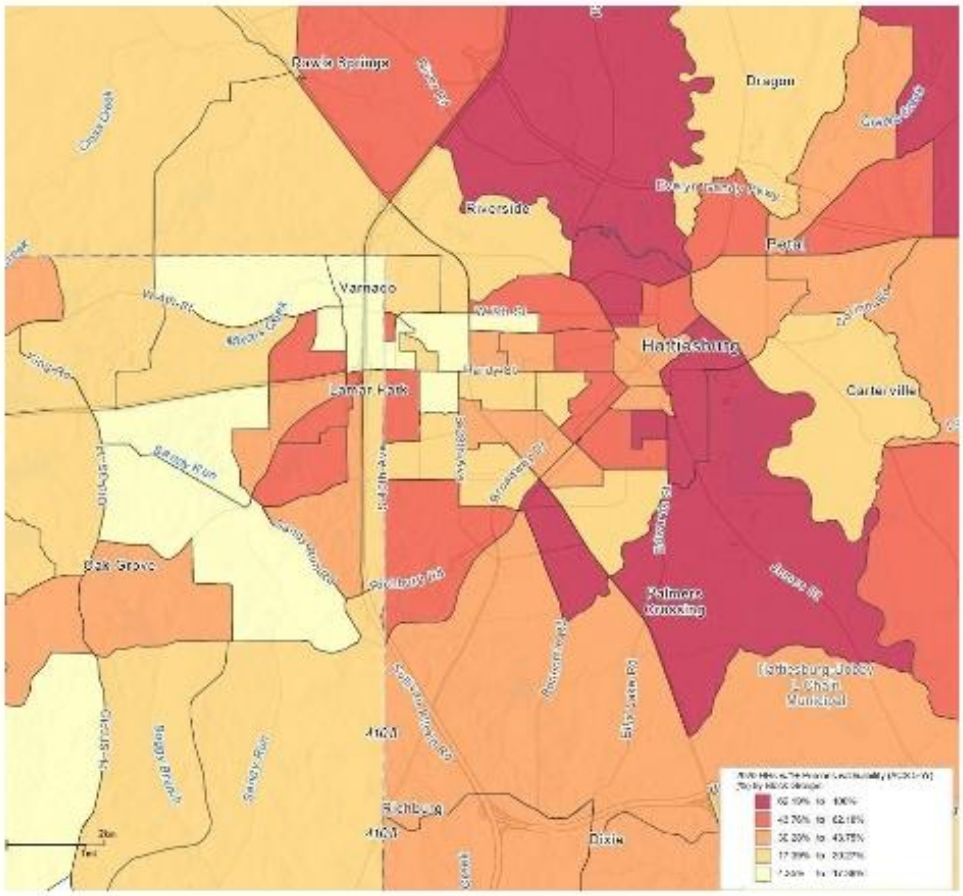
This dataset includes households with at least one (1) member that has a disability. Data containing the exact number of individuals that have a disability was not available, meaning the total individuals with disabilities in each block group could be higher than what is reported here. A household containing a member with a disability does not immediately indicate a need for assistance or an immediate risk of homelessness. However, there are few housing units within Hattiesburg and Forrest that provide specialized care for individuals with disabilities and rental assistance.

Table 11: Households with 1+ Persons with a Disability by Census Block Group

Block Group	Value	Percentage of 2020 Total Households (ACS 5-Yr)	Block Group	Value	Percentage of 2020 Total Households (ACS 5-Yr)
280350105.001	221	31%	280350102.011	189	25%
280350002.001	60	33%	280350102.012	177	29%
280350002.003	101	24%	280350102.022	176	47%
280350003.001	185	50%	280350102.023	31	23%
280350003.002	157	32%	280350105.002	560	71%
280350003.003	93	36%	280350107.001	102	43%
280350005.001	218	64%	280350107.002	183	73%
280350006.011	106	33%	280350107.003	84	50%
280350006.012	530	57%	280730202.052	183	25%
280350006.013	103	100%	280730202.053	40	18%
280350006.021	97	20%	280730202.063	129	18%
280350006.022	454	74%	280730203.032	56	7%
280350007.001	109	23%	280730203.041	170	34%
280350007.002	201	39%	280730203.042	70	23%
280350007.003	92	22%	280730203.043	194	61%
280350008.001	24	13%	280730203.044	176	45%
280350008.002	120	47%	280730203.051	232	34%
280350008.003	318	28%	280730203.052	85	13%
280350008.004	352	50%	280730203.061	74	17%
280350010.001	160	21%	280730203.062	142	28%
280350010.002	132	26%	280730203.071	31	4%
280350011.001	61	14%	280730203.081	14	5%
280350011.002	270	50%	280730203.082	36	11%
280350011.003	194	29%	280730203.083	103	51%

Source: 2020 ACS Survey

Figure 2: Households with 1+ Persons with a Disability by Census Block Group



Source: ESRI Community Analyst, 2020 ACS Survey

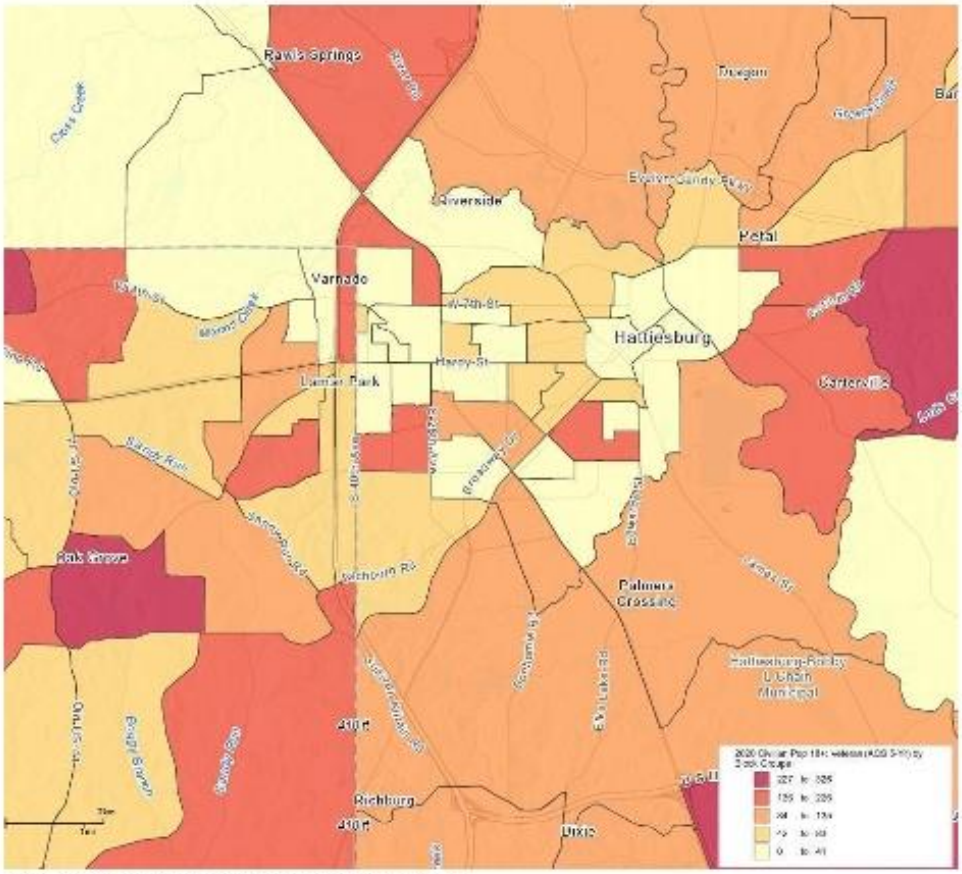
Veteran Status

Table 12: 2020 Veteran Status by Census Block Group

Block Group	Veteran Population	Block Group	Veteran Population
280350105.001	86	280350102.011	23
280350002.001	73	280350102.012	11
280350002.003	72	280350102.022	142
280350003.001	71	280350102.023	39
280350003.002	10	280350105.002	92
280350003.003	69	280350107.001	16
280350005.001	38	280350107.002	50
280350006.011	0	280350107.003	29
280350006.012	149	280730202.052	162
280350006.013	0	280730202.053	30
280350006.021	21	280730202.063	53
280350006.022	89	280730203.032	97
280350007.001	22	280730203.041	57
280350007.002	122	280730203.042	61
280350007.003	24	280730203.043	51
280350008.001	9	280730203.044	212
280350008.002	0	280730203.051	123
280350008.003	158	280730203.052	48
280350008.004	64	280730203.061	37
280350010.001	179	280730203.062	69
280350010.002	15	280730203.071	171
280350011.001	28	280730203.081	0
280350011.002	67	280730203.082	26
280350011.003	24	280730203.083	99

Source: 2020 ACS Survey

Figure 3: 2020 Veteran Population by Census Block Group



Source: ESRI Community Analyst, 2020 ACS Survey

Housing Costs

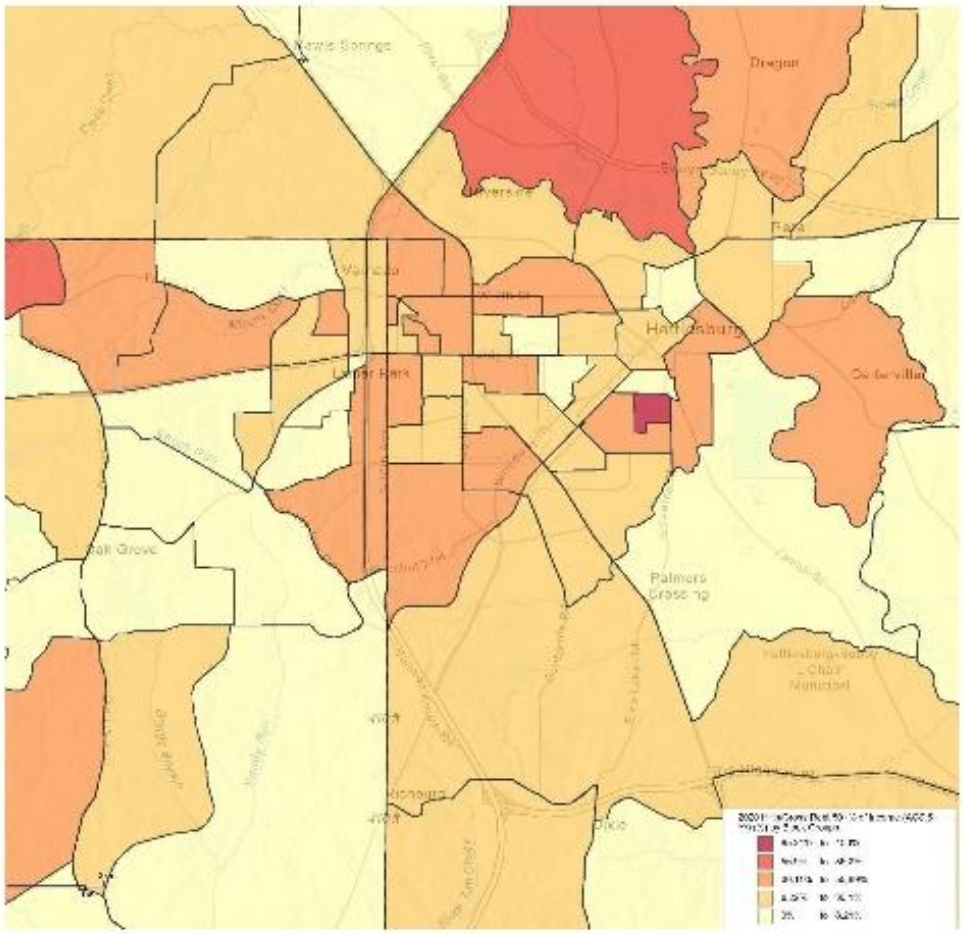
The only income driven determination of at risk of homelessness by HUD's definition is based on household income vs. the Area Median Income (AMI). However, the guidelines for HOME-ARP (CPD-21-10) allows for funding to be directed to "Other Populations" including those "At Greatest Risk of Housing Instability", which in part includes households paying 50% or more of their income in rent.

Table 13: 2020 Households with Gross Rent as 50%+ of Income by Census Block Group

Block Group	2020 HHs/Gross Rent 50+% of Income (ACS 5-Yr)	Percentage	Block Group	2020 HHs/Gross Rent 50+% of Income (ACS 5-Yr)	Percentage
280350010.001	296	47%	280350105.001	37	17%
280350010.002	190	48%	280350107.001	34	15%
280350011.001	173	49%	280350006.013	33	100%
280350006.012	167	32%	280350003.001	28	13%
280730203.071	160	22%	280350007.002	27	14%
280730203.062	151	40%	280350006.011	21	18%
280350008.004	141	40%	280730203.042	20	40%
280730202.052	137	32%	280350105.002	18	5%
280350011.003	129	21%	280350008.001	14	16%
280730203.041	127	32%	280350102.012	10	29%
280730203.082	117	35%	280730202.063	10	15%
280350007.001	95	47%	280350003.002	9	5%
280350007.003	82	39%	280350002.003	8	4%
280350006.022	72	12%	280730203.083	8	18%
280350008.003	69	21%	280730203.052	7	2%
280350006.021	64	19%	280730203.061	6	2%
280730203.081	64	26%	280350002.001	0	0%
280350011.002	62	32%	280350102.022	0	0%
280350005.001	59	39%	280350102.023	0	0%
280350008.002	48	39%	280350107.003	0	0%
280350102.011	48	12%	280730202.053	0	0%
280730203.051	48	13%	280730203.032	0	0%
280350107.002	44	22%	280730203.043	0	0%
280350003.003	42	26%	280730203.044	0	0%

Source: 2020 ACS Survey

Figure 4: 2020 Households with Gross Rent as 50%+ of Income by Census Block Group



Source: ESRI Community Analyst, 2020 ACS Survey

Senior Population

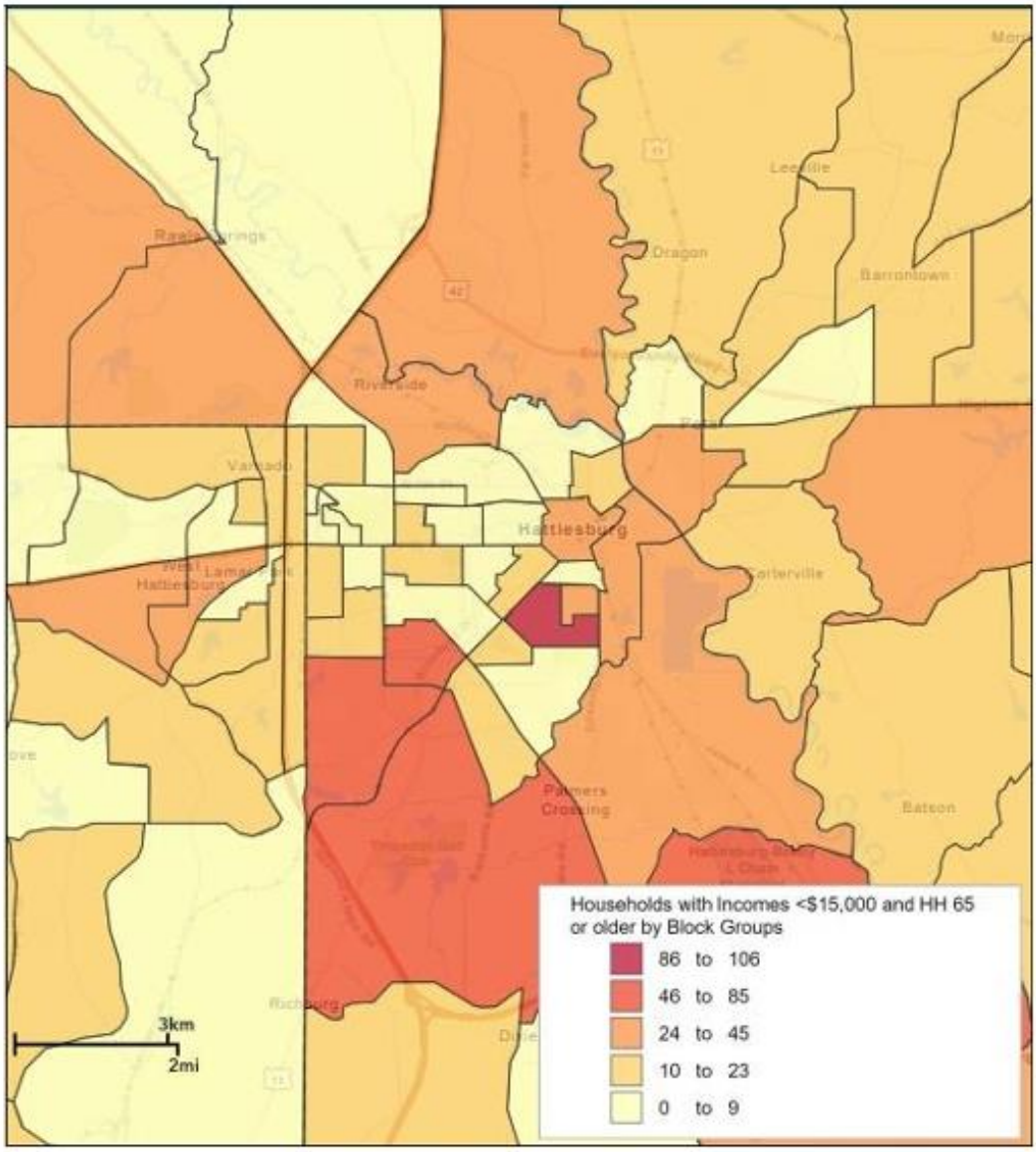
A major issue facing senior populations is the reality of living on fixed incomes with rising costs of living. There are also limited numbers of assisted living facilities that accept rental assistance. The following data shows the number of households in Hattiesburg by block group with a householder aged 65 or older and a household income of less than $15,000.

Table 14: 2020 Seniors with Household Incomes <$15,000

Block Group	Households with Incomes <$15,000 and HH 65 or older	Block Group	Households with Incomes <$15,000 and HH 65 or older
280350105.001	50	280350102.011	33
280350002.001	1	280350102.012	42
280350002.003	4	280350102.022	8
280350003.001	5	280350102.023	0
280350003.002	2	280350105.002	38
280350003.003	11	280350107.001	29
280350005.001	25	280350107.002	9
280350006.011	13	280350107.003	13
280350006.012	106	280730202.052	5
280350006.013	34	280730202.053	7
280350006.021	8	280730202.063	4
280350006.022	12	280730203.032	16
280350007.001	12	280730203.041	13
280350007.002	5	280730203.042	20
280350007.003	49	280730203.043	0
280350008.001	7	280730203.044	12
280350008.002	11	280730203.051	27
280350008.003	16	280730203.052	34
280350008.004	49	280730203.061	18
280350010.001	4	280730203.062	9
280350010.002	23	280730203.071	16
280350011.001	6	280730203.081	13
280350011.002	7	280730203.082	10
280350011.003	42	280730203.083	5

Source: 2020 ASC Survey

Figure 5: Seniors with Household Incomes <$15,000



Source: ESRI Community Analyst, 2020 ACS Survey

Educational Attainment

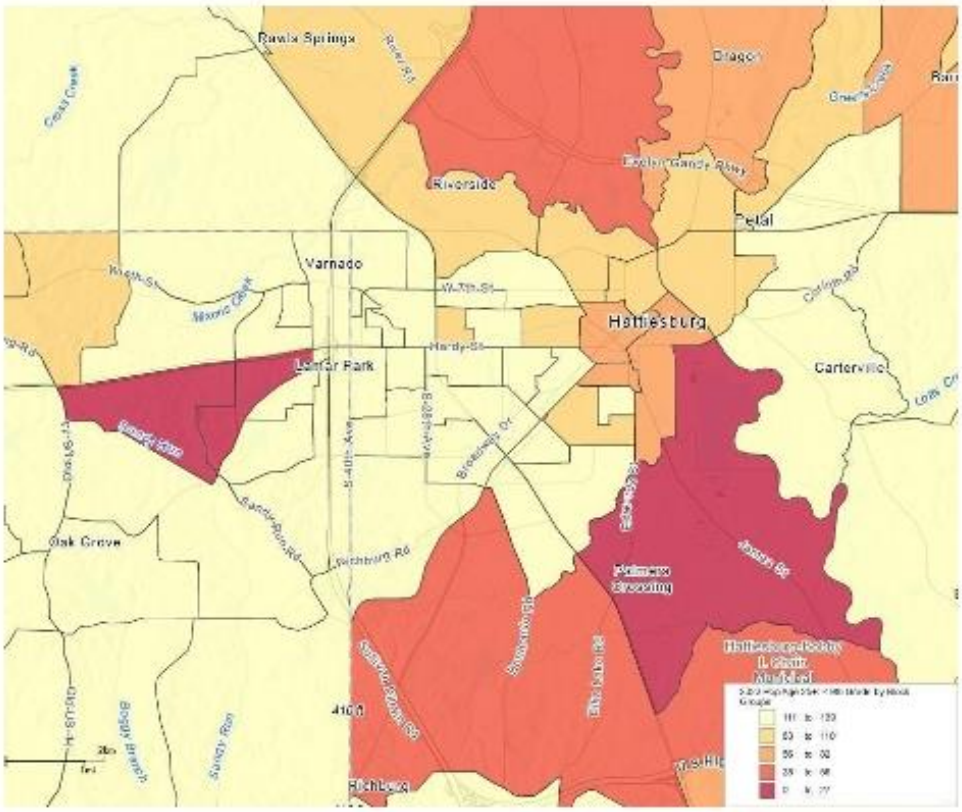
Educational Attainment is not directly qualifier for at risk of homelessness or homelessness by HUD's definitions. However, income levels for households and individuals are closely tied to educational attainment. Areas with concentrations of individuals with low educational attainment often face a myriad of challenges that qualify them as at risk of homelessness or result in temporary or chronic homelessness.

Table 15: 2022 Population with No High School Education or Did Not Receive a High School Diploma by Census Block Group

Block Group	2022 Pop Age 25+: < 9th Grade	2022 Pop Age 25+: High School/No Diploma	Block Group	2022 Pop Age 25+: < 9th Grade	2022 Pop Age 25+: High School/No Diploma
280350105.001	98	71	280350102.011	10	52
280350002.001	64	53	280350102.012	7	43
280350002.003	26	44	280350102.022	52	121
280350003.001	52	110	280350102.023	0	39
280350003.002	20	63	280350105.002	128	154
280350003.003	39	11	280350107.001	63	152
280350005.001	81	68	280350107.002	28	62
280350006.011	26	22	280350107.003	33	36
280350006.012	35	361	280730202.052	31	20
280350006.013	0	127	280730202.053	18	12
280350006.021	1	32	280730202.063	9	20
280350006.022	2	33	280730203.032	9	117
280350007.001	6	7	280730203.041	20	24
280350007.002	0	52	280730203.042	23	38
280350007.003	18	39	280730203.043	13	16
280350008.001	18	96	280730203.044	22	26
280350008.002	0	0	280730203.051	121	218
280350008.003	0	6	280730203.052	121	219
280350008.004	14	170	280730203.061	0	62
280350010.001	0	51	280730203.062	0	38
280350010.002	1	67	280730203.071	15	54
280350011.001	12	38	280730203.081	9	32
280350011.002	17	58	280730203.082	12	43
280350011.003	44	63	280730203.083	6	22

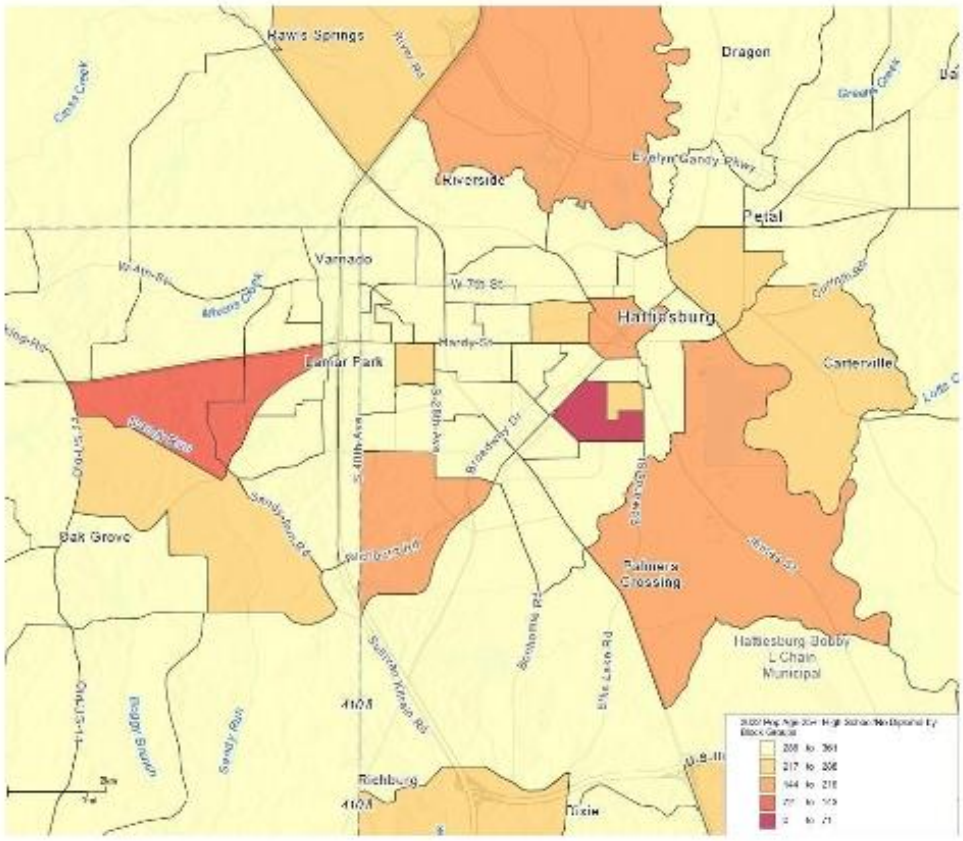
Source: 2020 ACS Survey

Figure 6: 2022 Population with Less Than 9th Grade Education by Census Block Group



Source: ESRI Community Analyst, 2022 ACS Survey

Figure 7: 2022 Populations with No High School Diploma


Hawks Springs
Dragon
Riverside
Petal
Hattiesburg
Carterville
Eastar Park
Oak Grove
Palmers Crossing
Hattiesburg Bobby L Chain Municipal
Richburg
Tixie
Evelyn Gandy Pkwy
W 7th St
Hardy St
Broadway Dr
Sandy Run
Sullivan Kelly Rd
Bonhomme Rd
Ellis Lewis Rd
Thigpen Branch
Leaf River
Black Creek
Gordon Creek
Cypress Creek
Lake Creek
Big Creek
Sandy Run

Population Below Poverty Line Not Receiving SNAP Benefits

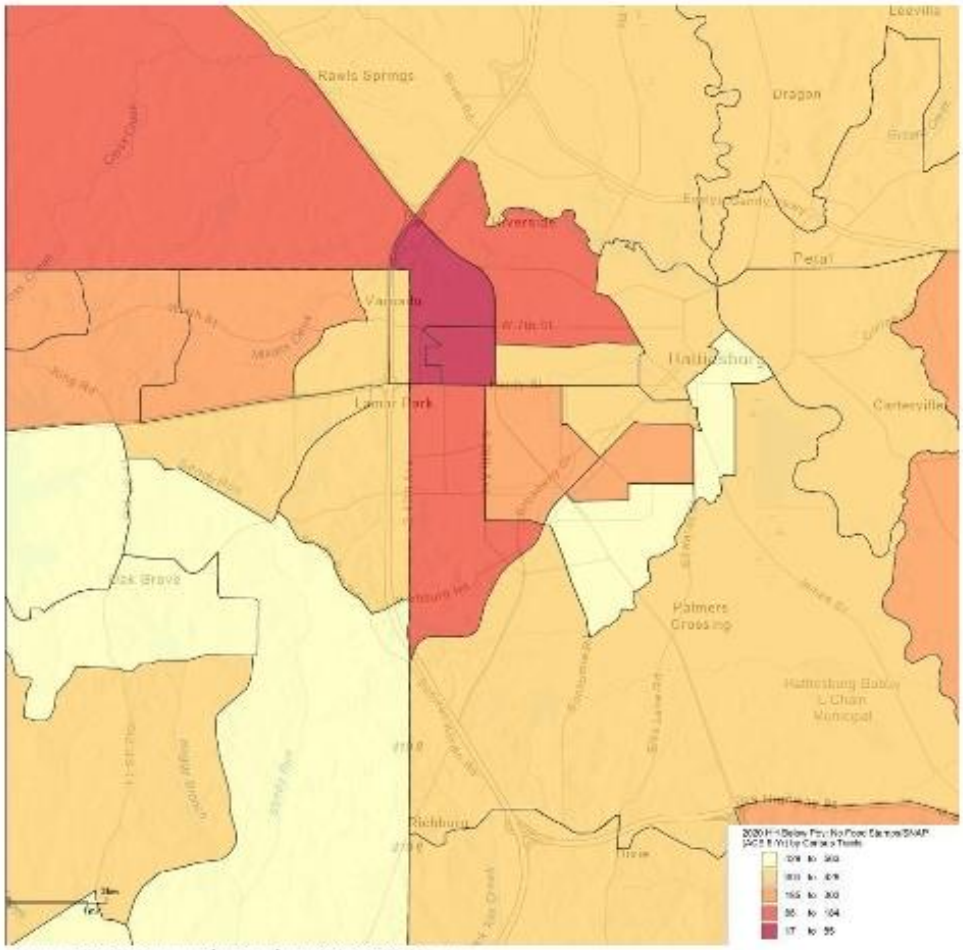
The income limits for receiving Supplemental Nutrition Assistance Program (SNAP) benefits are close to HUD's AMI bands for the 30% Limit and Very Low-Income categories for all household sizes in the Hattiesburg area. For smaller households, the difference in income levels for SNAP qualification vs. HUD's 30% Limit is less than 1%. While this alone does not directly qualify a household as at risk of homelessness, the HOME-ARP guidelines (CPD-21-10) do allow funds to be used to assist qualifying populations in "Obtaining federal, State, and local benefits". Therefore, data on households within Hattiesburg that qualify for but do receive SNAP benefits indicates there are challenges facing populations within these areas that qualify as at risk of homelessness in accessing SNAP of other local, state, and federal benefits.

Table 16: 2020 Households Below Poverty Not Receiving Food Stamps/Snap Benefits by Census Tract

2020 HH Below Poverty Not Receiving Food Stamps/SNAP by Census Tract	
Census Tract	Value
280350002.00	118
280350003.00	172
280350005.00	66
280350007.00	216
280350008.00	343
280350009.00	499
280350010.00	563
280350011.00	340
280350105.00	106
280350106.01	154
280350106.02	268
280730203.04	141
280730203.05	100
280730203.06	237
280730203.07	106

Source: 2020 ACS Survey

Figure 8: 2020 Households Below Poverty Not Receiving Food Stamps/Snap Benefits by Census Tract



Source: ESRI Community Analyst, 2020 ACS Survey

Unemployment

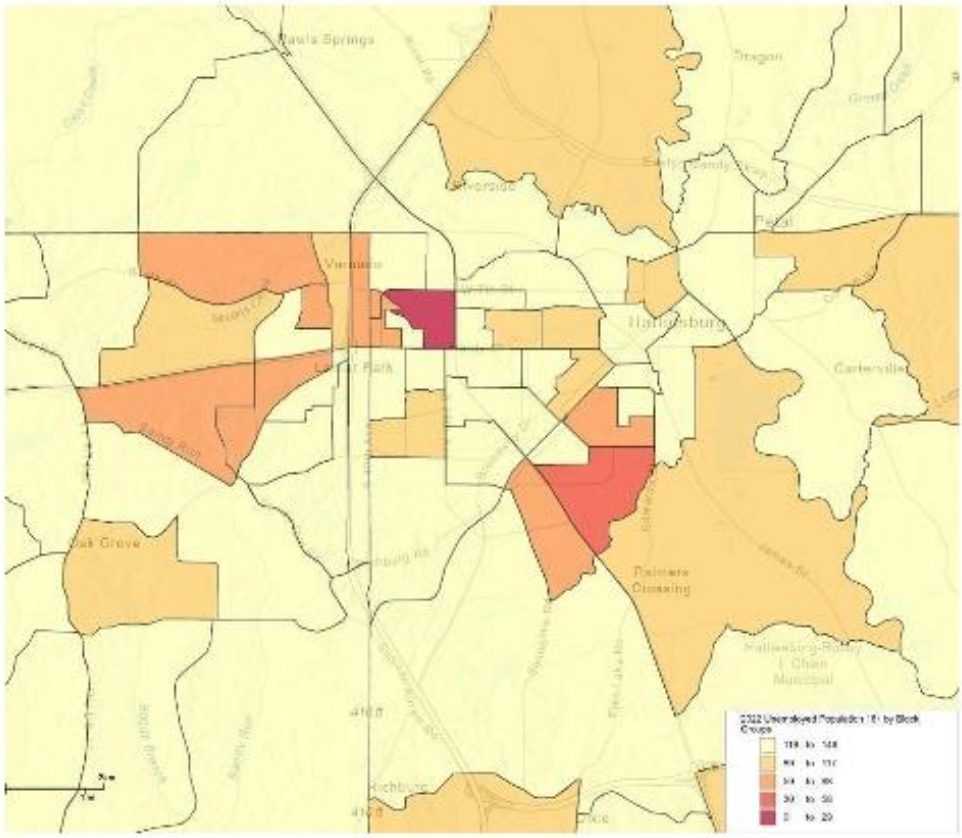
While unemployment is not a direct qualifier for at risk of homelessness or homelessness, individuals who are unemployed for significant portions of a year likely qualify as at risk of homelessness under HUD's definition (24 CFR 91.5). Data on the length of unemployment by geographic location is not available for the Hattiesburg area, but areas with high unemployment rates are likely to contain many households and individuals that qualify for assistance rental assistance through HUD. the HOME-ARP guidelines (CPD-21-10) designate "Employment assistance and job training" as eligible uses for HOME-ARP funds.

Table 17: Unemployment Percentage of 2022 Civilian Population 16+ by Census Block Group

Block Group	Value	Percentage of 2022 Civ Pop 16+/Labor Force	Block Group	Value	Percentage of 2022 Civ Pop 16+/Labor Force
280350105.001	1	0.1%	280350102.011	29	3.6%
280350002.001	13	7.8%	280350102.012	26	3.6%
280350002.003	7	1.2%	280350102.022	21	4.7%
280350003.001	43	7.0%	280350102.023	24	11.5%
280350003.002	32	5.1%	280350105.002	58	6.9%
280350003.003	23	4.6%	280350107.001	12	4.0%
280350005.001	25	6.9%	280350107.002	16	7.6%
280350006.011	22	8.9%	280350107.003	30	24.6%
280350006.012	86	13.3%	280730202.052	11	1.4%
280350006.013	0	0.0%	280730202.053	7	1.5%
280350006.021	93	12.1%	280730202.063	15	1.9%
280350006.022	68	12.2%	280730203.032	27	1.8%
280350007.001	8	1.6%	280730203.041	22	3.1%
280350007.002	23	4.6%	280730203.042	4	1.1%
280350007.003	12	3.5%	280730203.043	0	0.0%
280350008.001	0	0.0%	280730203.044	24	3.0%
280350008.002	16	3.1%	280730203.051	86	13.9%
280350008.003	48	4.3%	280730203.052	87	13.9%
280350008.004	19	2.2%	280730203.061	72	5.2%
280350010.001	20	2.2%	280730203.062	44	5.2%
280350010.002	25	3.1%	280730203.071	74	7.6%
280350011.001	10	2.0%	280730203.081	44	7.6%
280350011.002	16	2.1%	280730203.082	59	7.6%
280350011.003	27	3.4%	280730203.083	28	7.5%

Source: 2022 ACS Survey

Figure 9: Unemployment Percentage of 2022 Civilian Population 16+ by Census Block Group



Source: ESRI Community Analyst, 2022 ACS Survey

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing (Optional):

Congregate and Non-Congregate Shelter Units

As discussed throughout this document, there are currently no shelters operating in the City of Hattiesburg, and therefore there are no congregate or non-congregate shelter units.

Housing Inventory Count

Table 18: 2021 HUD Housing Inventory Count Data Summary

Project Name	Project Type	Housing Type	Beds HH w/ Children	Units HH w/ Children	Veteran Beds HH w/ Children	Beds HH w/o Children	Veteran Beds HH w/o Children	PIT Count	Total Beds
ASC - TBRA Permanent	PSH	Tenant-based scattered site	16	6	0	42	0	58	58
IDS - Project Recovery	RRH	Tenant-based scattered site	45	14	0	9	0	54	54
VASH - Regional Housing Authority No. VIII	PSH	Tenant-based scattered site				89	89	89	89
SSVF Oak Arbor - RRH	RRH	Tenant-based scattered site	4	2	4	26	26	30	30
1-2-1 Haven House	PSH	Site-based single site				8	0	5	8
227 Place	PSH	Site-based single site	15	5	0	10	0	17	25
ASC HOPWA Master Leasing	PSH	Tenant-based scattered site	0	0	0	5	0	1	5
GPD - Oak Arbor	TH	Site-based single site				24	24	9	24

Source: HUD 2021 HIC

Affordable Housing Inventory

Name	Number of Units	Population Served	Assistance Offered
Beverly Hills Homes	30	Family	Low-Income Housing Tax Credit
Briarfield Homes	148	Family	Public Housing
Burkett's Creek I	167	Family	Low-Income Housing Tax Credit
Burkett's Creek iii	40	Family	Low-Income Housing Tax Credit
Burkett's Creek Iv	31	Family	Low-Income Housing Tax Credit
Burkett's Creek V	31	Family	Low-Income Housing Tax Credit
Campbell Apartments	30	Family	Low-Income Housing Tax Credit
Caritas Manor	32	Elderly	Section 202 Housing
Choctaw Apartments	48	Family	Section 515 and Section 521 Housing
Eagle Wing Estates	24	Elderly	Section 202 Housing
Federation Towers	50	Elderly	Senior Citizen Low Income Housing subsidized by HUD
Forest Glen Apartments	100	Family	Section 8 Housing and Low-Income Housing Tax Credit
Francis Street Apartments	85	Family	Section 8 Housing
Greenbriar Apartments	100	Family	Section 8 Housing
Ivy Trace	7	Women	Women's Group Home
Lamar Villa Apartments	24	Family	Section 515 and Section 521 Housing
Lilac Estates	40	Family	Low-Income Housing Tax Credit
Mill Creek Place	74	Family	Low-Income Housing Tax Credit
North Hills Place	80	Family	Section 8 Housing
North Lamar Apartments	48	Family	Section 515 and Section 521 Housing
Overlook Apartments	120	Family	Section 8 Housing and Low-Income Housing Tax Credit
Palmer Heights	40	Family	Low-Income Housing Tax Credit
Palmer Heights ii	33	Family	Low-Income Housing Tax Credit
Park Pines Apartments	96	Family	Low-Income Housing Tax Credit
Piedmont Park Apartments	152	Family	Low-Income Housing Tax Credit
Pine Haven Estates	32	Family	Low-Income Housing Tax Credit
Pine Haven Estates iii	48	Family	Low-Income Housing Tax Credit
Pine Haven Heights 99	20	Family	Low-Income Housing Tax Credit
Pine Haven Heights ii	32	Family	Low-Income Housing Tax Credit

Pine Haven Heights Phase I	20	Family	Low-Income Housing Tax Credit
Robertson Place	148	Family	Public Housing
Southern Village A, B, & C	11	Family	Low-Income Housing Tax Credit
Spring Manor Apartments	32	Family	Low-Income Housing Tax Credit, Section 515, and Section 521 Housing
Vickers Estates	51	Family	Low-Income Housing Tax Credit
Village At the Beverly	52	Family	Section 8 Housing
Wesley Manor I	40	Elderly	Section 202 Housing
Wisteria Estates 01	29	Family	Low-Income Housing Tax Credit
Wisteria Estates 02	30	Family	Low-Income Housing Tax Credit
Wofford Part Apartments	15	Persons with Disabilities	Section 8 Housing

Source: HUD Resource Locator – Hattiesburg, MS

Support Agencies

Many of the agencies in the list below do not directly serve at risk of homelessness or homeless populations. However, due to the nature of the challenges that the populations they serve face, they often coordinate and assist support services and resources or directly provide resources to at risk of homelessness and homeless populations.

ASC

AIDS Services Coalition (ASC) is a non-profit organization that provides services and support for those who are living with or affected by HIV/AIDS. The organization offers educational services to assist in bringing health awareness into the community, and prevention services to help battle and decrease HIV diagnoses. The AIDS Services Coalition does not discriminate on the basis of race, sex, gender identification, sexual orientation, marital status, national origin, ethnicity, religion, HIV/AIDS status, homeless status, mental disability, or income.

Canopy Children's Solutions

Canopy Children's Solutions is Mississippi's largest and most comprehensive nonprofit provider of children's behavioral health, educational, and social solutions. Founded in 1912 as an adoption agency, Canopy has served the children and families of Mississippi for over 100 years. Today, Canopy serves all 82 counties in the state through a full range of innovative solutions.

Mississippi Department of Child Protection Services (MDCPS)

The Mississippi Department of Child Protection Services (MDCPS) was created as the state's lead child welfare agency by the 2016 Mississippi Legislature, separating it from the Mississippi Department of Human Services. MDCPS strives to keep Mississippi's children safely in their own families and communities, and if that is not possible, finding permanency for children as quickly as possible.

Changes Resource Center

Changes Resource Center is a grant funded initiative set up to provide essential needs and behavioral healthcare for individuals with mental illness experiencing homelessness. Community Support Specialists work to obtain housing for individuals seeking assistance on a housing first philosophy and collaborate with team members to provide therapy based on individual needs.

Christian Services, Inc.

Christian Services, Inc. (CSI) is a multi-faceted ministry where people can come together from individual churches and organizations to demonstrate love to a world of people who are in bondage to poverty, anger, frustration, and loneliness. CSI offers an environment to separate from old lifestyles while they learn new values and habits, and it is a place where values and conduct are continually being lifted up as an example to those who have been confused and/or misled. CSI is a tax-exempt non-profit organization supported by voluntary contributions.

Community Development Inc.

Community Development Inc. (CDI) is a certified Mental Health provider, providing services and support to the elderly and disabled population. As of 2017, CDI also provides services to the ID/DD population offering six new services such as Day Services Adult, Prevocational, Supervised Living, and Supported Living.

Dismas Charities

Dismas Charities is a not-for-profit company serving communities nationwide. The company gives men and women releasing from state and federal incarceration the skills and motivation to re-enter society as contributing members. The work of Dismas is to end the cycle of victimization and to heal the human spirit.

Domestic Abuse Family Shelter

Domestic Abuse Family Shelter Inc. (DAFS) is a private, non-profit United Way Agency that serves victims of domestic abuse and their children. DAFS offers support and self-esteem groups for survivors and is active in eleven counties in hopes of heightening public awareness and educating the public about domestic violence. DAFS also offers non-residential counseling and Case Management to the survivors of domestic violence.

DREAM of Hattiesburg Inc.

DREAM's RADAR Resource Center provides alcohol, tobacco, and other drugs (ATOD) abuse prevention print materials in South Mississippi, and also offers training and technical assistance in community mobilization, coalition development, youth leadership development, experiential learning, service-learning, evaluation, ATOD abuse prevention and other related topics.

Edwards Street Fellowship Center

Edwards Street Fellowship Center (ESFC) provides a helping hand to the poor, the under-served, and the suffering in the greater Hattiesburg area whose hand-to-mouth, day-to-day struggles

often emerged faster than they could be met. ESFC's primary service area is a large urban community on the southeast side of Hattiesburg, but the entire community spans the Pine Belt of South Mississippi region. The ESFC services are comprised of a food pantry, medical clinic, pet food bank, bible study fellowship, and many special events and programs.

Fellowship Health Clinic

Fellowship Health Clinic is a nonprofit organization under the 501(c)(3) designation of Edwards Street Fellowship Center, Inc. This free clinic in Hattiesburg, MS created by of a group of medical, business, faith and community leaders offering free dental, pharmaceutical and medical services to people in the Hattiesburg area who fall in the healthcare gap.

Hope Community Collective

Project HOPE provides adult education classes to include life skills, anger management, drug and alcohol recovery, parenting education and mentorship. The organization works with various municipal, county and state-run departments, such as drug courts across multiple counties, the Mississippi Department of Corrections, and Child Protective Services.

Lighthouse Rescue Mission

Lighthouse Rescue Mission is a non-profit 501(c)(3) recovery and transitional facility for mothers and their children who are victims of abuse, homelessness and addiction. The Mission provides women and their children a safe place to live, and they also offer a comprehensive program of spiritual counseling and life skills training.

Mississippi Balance of State Curriculum of Care

The Mississippi Balance of State CoC (Curriculum of Care) is dedicated to streamlining and strengthening the current delivery of homeless services through greater collaborative planning, partnership and program execution. The focus of the Continuum of Care Coalition includes increasing services needed in the state, supporting the involvement of all agencies in Homeless Management Information Systems (HMIS), and facilitating increased commitment from area service providers and governments.

MS Coalition Against Domestic Violence (MCADV)

Founded in 1980, the organization focuses on addressing the many issues and intersections of domestic violence. MCADV works to ensure Education, Public Awareness, Technical Assistance, Resources Distribution, and Legal Services. MCADV's values include working towards social justice, self-determination and ending the oppression of domestic violence. The vision of early leaders from state domestic violence coalitions was to assist in the effort to end violence against women and its impact in the community.

Mississippi United to End Homelessness (MUTEH)

In 1991, Mississippi United to End Homelessness (MUTEH) began its mission to end homelessness in the state of Mississippi by providing the homeless population with appropriate housing, a connection to community resources, while stabilizing clients during the transitional

period. MUTEH continues to partner with organizations on local and state levels, as well as within cities around the state in a constant effort to serve the hardest-to-reach populations and put an end to homelessness.

Not My Seed, Inc

Not My Seed is a non-profit organization founded to bring awareness, support, and resources to victims and/or survivors of domestic violence and bullying.

Oak Arbor

Oak Arbor serves as a licensed addiction treatment center in Hattiesburg, MS that specializes in the transition period between primary addiction treatment and day-to-day life. The comprehensive program provides a safe, alcohol/drug-free environment offering independence with support to promote independent living without relapsing into addiction.

Pine Belt Coalition on Homelessness

The Pine Belt Coalition on Homelessness consists of social service agencies that are currently serving the homeless and low-income families, faith-based entities, and concerned citizens that are concerned about addressing homelessness in our community. The coalition meets on the 3rd Tuesday of the month providing an opportunity for service organizations in the Pine Belt Region of Mississippi to gather and explore ideas centered around the establishment of purpose, goals, and objectives for their region.

Pine Belt Community Foundation

Founded in 1997, the Pine Belt Community Foundation strives to connect donors to community needs, maximizing the impact of donations. The Pine Belt Foundation has grown to over 180 funds and has distributed more than $25,000,000 throughout the Pine Belt. By managing and growing the charitable resources of individuals and corporations, the Pine Belt Foundation enables short- and long-term charitable impact.

Pine Belt Mental Healthcare

Based in Hattiesburg, Pine Belt Mental Healthcare Resources provides numerous mental health services in four main service areas: Adult, Child and Adolescent, Chemical Dependency and Intellectual/Developmental Disabilities. Services are available at 68 locations to residents of Covington, Forrest, Greene, Hancock, Harrison, Jeff Davis, Jones, Lamar, Marion, Pearl River, Perry, Stone, and Wayne counties as well as select services in Jackson County.

Recover, Rebuild, Restore Southeast Mississippi (R3SM)

The nonprofit was founded in 2006 as a long-term recovery agency to assist and support victims of Hurricane Katrina. An affiliate of the Mississippi Case Management Consortium, the independent organization's work continues by assisting residents affected by 2012's Hurricane Isaac, 2013's EF4 tornado, the 2017 tornado, and the 2019 Pine Belt Flooding. R3SM continues their mission to help the Pinebelt's most vulnerable recover from natural disasters, substandard

housing, economic crises, and the toxic effects of chronic poverty, rebuild homes, communities, and lives, and restore health, financial stability, dignity, and hope.

Regional Initiatives for Sustainable Education (RISE)

This organization serves the Mississippi region by connecting community partners in the execution of unified efforts to improve the educational and economic conditions in high poverty areas by eliminating current academic achievement gaps. RISE envisions a Mississippi where education is equitable and effective for all children regardless of economic status. Their mission is to conquer poverty by connecting communities in educational enhancement efforts.

St. Vincent de Paul

Founded in 1833 in Paris, France, the Society of St. Vincent de Paul harnesses the power of community and partnerships to feed, clothe, house, and heal individuals and families in our community who have nowhere else to turn for help. The Hattiesburg location in connection with St. Thomas Aquinas Church, supplies clothing, food, medicine, overnight housing, gas, utilities etc. to those with financial or material needs.

The Salvation Army- Hattiesburg

The Salvation Army was founded in 1852 in England by William, Catherine, and Evangeline Booth. The Salvation Army of Hattiesburg serves the community through a food pantry, social services, disaster services, holiday assistance, and more.

The Spectrum Center

The Spectrum Center was founded in 2014 with the purpose of being a resource and an advocate for the LGBTQ+ community in and around Hattiesburg, Mississippi. The Spectrum Center offers free HIV testing, and other health-related services through collaboration with the greater community, as well as social functions and support groups. Long-term plans include providing counseling, a community kitchen and pantry; and short-term emergency housing for LGBTQ+ youth who have been displaced.

Supportive Services for Veteran Families

Supportive Services for Veteran Families (SSVF) promotes housing stability among very low-income Veteran families who reside in or are transitioning to permanent housing from Jackson, MS south to the Mississippi gulf coast.

United Way

United Way brings people together to build strong, equitable communities where everyone can thrive. As one of the world's largest privately funded charities, they serve 95% of U.S. communities and 37 countries and territories -- making life better for 48 million people every year. Through United Way, communities tackle tough challenges and work with private, public, and nonprofit partners to boost education, economic mobility, and health resources.

USM- Institute for Disability Studies

The Institute for Disability Studies (IDS) has been impacting Mississippians with disabilities and their families for over 40 years. IDS has worked to provide technical assistance, training, resources, and support for Mississippians with disabilities and their families. IDS aims to provide pathways to a better life for people of all ages—infants, toddlers, school-age children, youth, workers, parents, families, and seniors.

WINGS

The mission of WINGS Program, Inc. is to provide housing, integrated services, education, and advocacy to end domestic violence. WINGS provide shelter for women and their children, who are coming out of domestic violence; to empower them to be a productive part of society and cultivate a loving environment for them and their children by helping them find a suitable home, and financial, emotional, physical, and spiritual stability.

Describe the unmet housing and service needs of qualifying populations:

Homeless as defined in 24 CFR 91.5

The most pressing need facing the homeless population of Hattiesburg is an emergency shelter. There are many other needs, including expanded access to healthcare and mental health services, but the lack of emergency shelter is glaring gap in the community. There are many other basic needs that overlap with the need for emergency/temporary shelter, including access to laundry services, showers, and a centralized location for coordinating resources.

At Risk of Homelessness as defined in 24 CFR 91.5

The consensus opinion of survey respondents, which is supported by the review of available subsidies and housing inventory data, is that the existing preventative measures for those at-risk of homelessness are currently stretched thin and are not adequate for the true needs in the community. In 2022, there are 1,107 more households with incomes 30% or less than the Area median income than there are housing units that accept/offer Section 8. Additionally, there are 653 more households that qualify for Low-Income Housing Tax Credits than there are rental units that qualify for the same program. Furthermore, the number of households living below the poverty line without SNAP benefits points to a need in certain areas of the community to educate those in need about the resources available to them. An expansion of these subsidies and targeted outreach is needed to provide greater stability to these households.

Table 21: Households Facing Housing Problems Overview

Category	Owner	Rental	Total
Household has at least 1 of 4 Housing Problems	1,200	6,035	7,235
Household has none of 4 Housing Problems OR cost burden not available no other problems	5,255	5,290	10,545

Total	6,450	11,325	17,780

Source: HUD's Comprehensive Housing Affordability Strategy Data

Table 22: Households Facing Severe Housing Problems

Category	Owner	Renter	Total
Household has at least 1 of 4 Severe Housing Problems	435	3,215	3,650
Household has none of 4 Severe Housing Problems OR cost burden not available no other problems	6,020	8,110	14,130
Total	6,450	11,325	17,780

Source: HUD's Comprehensive Housing Affordability Strategy Data

Table 23: Households by Housing Cost vs. Area Median income

	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems OR cost burden not available no other problems	Total
Income by Housing Problems (Renters only)	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems OR cost burden not available no other problems	Total
Household Income <= 30% HAMFI	2,260	900	3,160
Household Income >30% to <=50% HAMFI	1,690	370	2,060
Household Income >50% to <=80% HAMFI	1,450	480	1,930
Household Income >80% to <=100% HAMFI	330	895	1,225
Household Income >100% HAMFI	305	2,645	2,950
Gap in 30% Limit Rentals			1,107
Gap In Low-Income Rentals			653
Total Gap			1,760

Source: HUD's Comprehensive Housing Affordability Strategy Data

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

In October of 2021, the City of Hattiesburg announced the establishment of a new Domestic Violence Court that works with the Hattiesburg Police Department, the DAFS, and PBMH to provide more comprehensive programs for victims of domestic violence. This new resource was created in response to the noted rise in domestic violence incidences. A gap still exists for shelter spaces for these victims.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

The needs of this population overlap significantly with homeless and at-risk populations covered above. There is a need for expanded housing inventory and access to resources, especially for those neighborhoods impacted by recent natural disasters.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

The largest gap, as evidenced by community feedback and PIT count data, is the lack of an emergency or temporary shelter. The Salvation Army emergency shelter that previously served the city was closed in 2017 after extensive tornado damage. Though the facility was partially rebuilt and repaired, a plan for reopening has yet to be developed.

For the At-Risk of Homelessness populations, the cost of housing and access to affordable housing is a significant challenge. The primary source for this data is HUD's Comprehensive Housing Affordability Strategy data. Homeowners do not typically meet the definition of At-Risk of Homelessness (24 CFR 91.5) due to the financial mechanisms available to property owners, as low-income homeowners are not rendered immune to the risk of homelessness. Based on a review of the existing housing units in Hattiesburg that offer one or more of HUD's rental assistance programs (including Project Based Vouchers) and the number of individuals that qualify for said housing units, there is a total gap of 1,760 affordable housing units in Hattiesburg.

A unique element of housing in Hattiesburg is the impact and lingering effect of two tornados, an EF-4 in 2013 and an EF-3 in 2017, that severely damaged some of the most vulnerable residential areas in the city. These tornados displaced hundreds of residents, many of whom have yet to and may never return to their homes. The tornados also left behind hundreds of vacant housing units that need substantial renovation or complete rebuilds in some cases. The effort to rebuild after the storms is ongoing, with organizations such as R3SM making this effort a primary mission.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. *These characteristics will further refine the definition of "other populations" that are "At Greatest Risk of Housing Instability," as established in the HOME-ARP Notice.* If including these characteristics, identify them here:

- Disabled Persons
- Veteran Status
- Senior Population
- Educational Attainment
- Population Below Poverty Line Not Receiving SNAP Benefits
- Unemployment

Identify priority needs for qualifying populations:

Homeless as defined in 24 CFR 91.5

As discussed throughout this plan, the priority need for the homeless population of Hattiesburg is the need for an emergency shelter.

At Risk of Homelessness as defined in 24 CFR 91.5

The priority needs for those considered At Risk of Homelessness is the gap between the number of households eligible for public assistance and the available resources and units available within these programs.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

As previously discussed, the DAFS, which provides shelter for those falling into this population, is consistently at capacity and in need of expansion.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

Beyond the need for emergency shelter and expanded rental assistance programs, a general challenge for the City of Hattiesburg is simply housing inventory, which has been severely impacted by natural disasters over the past decade.

Explain how the PJ determined the level of need and gaps in *the PJ's* shelter and housing inventory and service delivery systems based on the data presented in the plan:

To identify the level of need and gaps in shelter and housing inventory and service delivery systems, the City leveraged a wide range of data sources including HUD's Comprehensive Housing Affordability Strategy Data (CHAS), 2022 Environmental Systems Research Instituted Data (ESRI) the 2020 and 2022 Point in Time (PIT) count, the CoC, American Community Survey (ACS) estimates, and internal data from City agencies. This analysis was further informed by consultations with stakeholders including City Administrations, PHAs serving the PJ, CoC, and housing and social service providers serving QPs citywide.

HOME-ARP Activities

Describe the method(s)that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:
The City firmly believes several organizations have financial capacity for on-going operations of a shelter. The City has determined publishing a request for proposals to be the best method.

Describe whether the PJ will administer eligible activities directly:
The City plans to monitor the administration of the eligible activities awarded via request for proposal.

If any portion of *the PJ's* HOME-ARP administrative funds are provided to a subrecipient or *contractor prior to HUD's acceptance of the HOME*-ARP allocation plan because the subrecipient or contractor is responsible for the administ*ration of the PJ's entire HOME*-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in *administering all of the PJ's HOME*-ARP program:
A portion of HOME-ARP administrative funds will be expended prior to HUD'S acceptance of the HOME-ARP Allocation Plan. The City contracted with Local Impact Analytics to conduct the Needs Assessment and Gap Analysis used for the basis of the plan.

In accordance with Section V.C.2. of the Notice (page 4), PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ 0.00		
Acquisition and Development of Non-Congregate Shelters	$ 914,161.40		
Tenant Based Rental Assistance (TBRA)	$ 0.00		
Development of Affordable Rental Housing	$ 0.00		
Non-Profit Operating	$ 0.00	0 %	5%
Non-Profit Capacity Building	$ 0.00	0 %	5%
Administration and Planning	$ 161,322.60	15 %	15%
Total HOME ARP Allocation	$ 1,075,484.00		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:
HOME-ARP funds will be concentrated on the construction of a non-congregate shelter. While there are many priority needs identified in this plan, the complete absence of an emergency shelter is one of the largest challenges facing the City of Hattiesburg that has no other immediately viable path towards a solution. In order to ensure that an adequate shelter can be

established, this plan proposes that 85% of the available funding will be put towards the construction of the shelter. The funds set aside for Administration and Planning will be used to finalize the plan for selecting a subgrantee, determining the details of the RFP, and carrying out all other federal requirements.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The gap analysis identified significant resource deficiencies within the City of Hattiesburg's housing inventory and service delivery system. However, even though these resources are not sufficient for the identifiable need, there are existing resources. In the case of the emergency shelter, the problem facing the city is not simply a gap between the available resource and the need, but rather a complete lack of any available resource. For that reason, this plan prioritizes filling the gap in the shelter inventory by allocating funding towards the construction of a non-congregate shelter.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

N/A

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal *will address the PJ's priority needs*:

N/A

Preferences

A preference provides a priority for the selection of applicants who fall into a specific QP or category (e.g., elderly or persons with disabilities) within a QP (i.e., subpopulation) to receive assistance. A preference permits an eligible applicant that qualifies for a PJ-adopted preference to be selected for HOME-ARP assistance before another eligible applicant that does not qualify for a preference. A method of prioritization is the process by which a PJ determines how two or more eligible applicants qualifying for the same or different preferences are selected for HOME-ARP assistance. For example, in a project with a preference for chronically homeless, all eligible QP applicants are selected in chronological order for a HOME-ARP rental project except that eligible QP applicants that qualify for the preference of chronically homeless are selected for occupancy based on length of time they have been homeless before eligible QP applicants who do not qualify for the preference of chronically homeless.

Please note that HUD has also described a method of prioritization in other HUD guidance. Section I.C.4 of Notice CPD-17-01 describes Prioritization in CoC CE as follows:

"Prioritization. In the context of the coordinated entry process, HUD uses the term "Prioritization" to refer to the coordinated entry-specific process by which all persons in need of assistance who use coordinated entry are ranked in order of priority. The coordinated entry prioritization policies are established by the CoC with input from all community stakeholders and must ensure that ESG projects are able to serve clients in accordance with written standards that are established under 24 CFR 576.400(e). In addition, the coordinated entry process must, to the maximum extent feasible, ensure that people with more severe service needs and levels of vulnerability are prioritized for housing and homeless assistance before those with less severe service needs and lower levels of vulnerability. Regardless of how prioritization decisions are implemented, the prioritization process must follow the requirements in Section II.B.3. and Section I.D. of this Notice."

If a PJ is using a CE that has a method of prioritization described in CPD-17-01, then a PJ has preferences and a method of prioritizing those preferences. These must be described in the HOME-ARP allocation plan in order to comply with the requirements of Section IV.C.2 (page 10) of the HOME-ARP Notice.

In accordance with Section V.C.4 of the Notice (page 15), the HOME-ARP allocation plan must identify whether the PJ intends to give a preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when establishing preferences or methods of prioritization.

While PJs are not required to describe specific projects in its HOME-ARP allocation plan to which the preferences will apply, the PJ must describe the planned use of any preferences in its HOME-ARP allocation plan. This requirement also applies if the PJ intends to commit HOME-ARP funds to projects that will utilize preferences or limitations to comply with restrictive eligibility requirements of another project funding source. **If a PJ fails to describe preferences or limitations in its plan, it cannot commit HOME-ARP funds to a project that will implement a preference or limitation until the PJ amends its HOME-ARP allocation plan. For HOME-ARP rental housing projects, Section VI.B.20.a.iii of the HOME-ARP Notice (page 36) states that owners may only limit eligibility or give a preference to a particular qualifying population or segment of the qualifying population if the limitation or preference is described in the PJ's HOME-ARP allocation plan.** Adding a preference or limitation not previously described in the plan requires a substantial amendment and a public comment period in accordance with Section V.C.6 of the Notice (page 16).

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:
The City of Hattiesburg will prioritize admission of individuals or households in the homeless qualifying population or domestic violence/sexual assault/trafficking qualifying population over the other qualifying populations. Members of all four qualifying populations are eligible to apply for and be admitted to the City of Hattiesburg HOME-ARP programming.

The City of Hattiesburg and HOME-ARP funded agencies, will enter into a written agreement with the Mississippi Balance of State to use its Coordinated Entry system to accept applicants from all qualifying populations for HOME-ARP projects and activities. The MSBOS Coordinated Entry selects individuals and families in the Homeless qualifying populations for referrals for HOME-ARP assistance before those in other qualifying populations, in accordance with its written agreement with the City of Hattiesburg.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent *with the PJ's needs assessment and gap analysis:*
The preference for the homeless qualifying population will address an unmet need in the City of Hattiesburg since the significant majority of homeless in Hattiesburg is unsheltered.

Referral Methods

PJs are not required to describe referral methods in the plan. However, if a PJ intends to use a coordinated entry (CE) process for referrals to a HOME-ARP project or activity, the PJ must ensure compliance with Section IV.C.2 of the Notice (page10).

A PJ may use only the CE for direct referrals to HOME-ARP projects and activities (as opposed to CE and other referral agencies or a waitlist) if the CE expands to accept all HOME-ARP qualifying populations and implements the preferences and prioritization established by the PJ in its HOME-ARP allocation plan. A direct referral is where the CE provides the eligible applicant directly to the PJ, subrecipient, or owner to receive HOME-ARP TBRA, supportive services, admittance to a HOME-ARP rental unit, or occupancy of a NCS unit. In comparison, an indirect referral is where a CE (or other referral source) refers an eligible applicant for placement to a project or activity waitlist. Eligible applicants are then selected for a HOME-ARP project or activity from the waitlist.

The PJ must require a project or activity to use CE along with other referral methods (as provided in Section IV.C.2.ii) or to use only a project/activity waiting list (as provided in Section IV.C.2.iii) if:

1. the CE does not have a sufficient number of qualifying individuals and families to refer to the PJ for the project or activity;

2. the CE does not include all HOME-ARP qualifying populations; or,
3. the CE fails to provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the CE

If a PJ uses a CE that prioritizes one or more qualifying populations or segments of qualifying populations (e.g., prioritizing assistance or units for chronically homeless individuals first, then prioritizing homeless youth second, followed by any other individuals qualifying as homeless, etc.) then this constitutes the use of preferences and a method of prioritization. To implement a CE with these preferences and priorities, the PJ **must** include the preferences and method of prioritization that the CE will use in the preferences section of their HOME-ARP allocation plan. Use of a CE with embedded preferences or methods of prioritization that are not contained in the PJ's HOME-ARP allocation does not comply with Section IV.C.2 of the Notice (page10).

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. *PJ's may* use multiple referral methods in its HOME-ARP program. (Optional):
Multiple referral methods will be in use for HOME-ARP projects and activities. Including the Mississippi Balance of State CoC's centralized referral hotline, online portal, and outreach teams. As well as community referrals from hot meal services, faith-based organizations, law enforcement, social services, and other community access points.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):
The Mississippi Balance of State Continuum of Care Coordinated Entry System will expand to include all qualifying populations within HOME-ARP

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional):
The Mississippi Balance of State Continuum of Care will apply preferences and prioritization in accordance with the preferences and prioritization established in the HOME-ARP allocation plan.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):
The standard prioritization methods across all programs in the Mississippi Balance of State Continuum of Care: VI-SPDAT assessment tool for individuals and families in literal homelessness and a Homeless Prevention assessment tool for those that are considered "at-risk."

Limitations in a HOME-ARP rental housing or NCS project

Limiting eligibility for a HOME-ARP rental housing or NCS project is only permitted under certain circumstances.

- PJs must follow all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). This includes, but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, section 504 of Rehabilitation Act, HUD's Equal Access Rule, and the Americans with Disabilities Act, as applicable.
- A PJ may not exclude otherwise eligible qualifying populations from its overall HOME-ARP program.
- Within the qualifying populations, participation in a project or activity may be limited to persons with a specific disability only, if necessary, to provide effective housing, aid, benefit, or services that would be as effective as those provided to others in accordance with 24 CFR 8.4(b)(1)(iv). A PJ must describe why such a limitation for a project or activity is necessary in its HOME-ARP allocation plan (based on the needs and gap identified by the PJ in its plan) to meet some greater need and to provide a specific benefit that cannot be provided through the provision of a preference.
- For HOME-ARP rental housing, section VI.B.20.a.iii of the Notice (page 36) states that owners may only limit eligibility to a particular qualifying population or segment of the qualifying population if the limitation is described in the PJ's HOME-ARP allocation plan.
- PJs may limit admission to HOME-ARP rental housing or NCS to households who need the specialized supportive services that are provided in such housing or NCS. However, no otherwise eligible individuals with disabilities or families including an individual with a disability who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

N/A

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in *the qualifying population or subpopulation of qualifying population, consistent with the PJ's* needs assessment and gap analysis:

N/A

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (*i.e., through another of the PJ's HOME*-ARP projects or activities):

N/A

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with 24 CFR 92.206(b). The guidelines must describe the conditions under with the PJ will refinance existing debt for a HOME-ARP rental project, including:

- **Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity**
  N/A

- **Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.**
  N/A

- **State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.**
  N/A

- **Specify the required compliance period, whether it is the minimum 15 years or longer.**
  N/A

- **State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.**
  N/A

- **Other requirements *in the PJ's guidelines*, if applicable:**
  N/A

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg (COH) 2022 Annual Action Plan is the final Action Plan of the City's 2018-2022 Consolidated Plan. The 2022 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2022 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application of the 2022 allocations of the above-mentioned grant funds.

Substantial Amendment 1

This substantial amendment incorporates changes to the program year 2022 Annual Action Plan for Community Development Block Grant (CDBG) by adding Lead Hazard Reduction Grant.

Action 1: The CoH was awarded, by HUD, Lead Hazard Reduction ($1,617,400) and Healthy Homes Supplement ($216,750) Grant in PY 2021. The CoH's CDBG funds and City's General Fund will be used as a required match.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the 2022 Action Plan are the same as detailed in the Consolidated Plan. The proposed projects/activities with 2022 CDBG/HOME funding will address housing concerns in a number of areas, with primary focus on: Housing Programs (Housing Rehabilitation and Emergency Repair). Proposed activities also include continuation of previously established Public Facility activity. Specific goals for each area can be found in section AP-20.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has been faced with many challenges in meeting past objectives, particularly in the area of substantial rehabilitation of single-family homes. Challenges have included identifying and recruiting qualified eligible contractors to participate in programming as well as the increase in the cost of construction supplies resulting from the COVID pandeminc. Over the five years of the previous five-year Consolidated Plan, the City was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily housing and housing related activities. The City has eliminated its waiting list. Along with CHDO partnerships, a number of rental and homeownership affordable housing opportunities were made available to residents.

Currently, the City's full-time Homelessness Coordinator is vacant, however the search is active to fill the position. The position will continue to focus on outreach and documentation of homeless individuals, and partnership with other agencies to update the state’s homeless management information system. The role is integral to identifying resources available across various agencies and organizations, and to connecting individuals in need to those resources. Likewise, the coordinator has become a go-to point of contact for other city departments and citizens when facing challenges related to homelessness. The City recognizes the importance of engaging an individual passionate about assisting the homeless population and the ability to assist in the administration of HOME-ARP funds allocated to the City.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City conducted a Public Hearing on March 24, 2022, for the purpose of receiving comments on the creation of the 2022 Action Plan. In addition to newspaper publications, the City utilized its website,

community calendar and its Facebook page to provide notice of the hearing and comment period. The Impact newspaper advertised the upcoming hearing. City staff also sent letters to neighborhood associations and churches to generate interest. Six citizens attended the public hearing. The City believes the COVID-19 pandemic continues to impact community turn-out.

The City also conducted a community roundtable discussion May 24, 2022. The meeting was attended by respresentatives of several community organizations. City staff utilized its list of contacts to garner participation. Nine different community organizations were represented.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Summarizing the comments received housing needs- repair and rehabilitation of substandard housing- are still perceived as the greatest need from the public hearing, March 24, 2022. Emergency/homeless shelter, supportive services, and affordable housing were identified from the May 24, 2022 meeting. The City considered these comments and all other resources available in preparing the plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The comments received was accepted and considered in regard to the creation of the 2022 Action Plan.

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole. The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by residents of low-income areas and the organizations that regularly serve low-income households is vital to ensure that funds are directed to areas and programs in which they can make the greatest impact. The City believes that the input from the hearing, other meetings, and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HATTIESBURG	
CDBG Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA Administrator		
HOME Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Hattiesburg's Urban Development Department/Community Development Division is responsible for the administration of both CDBG and HOME funds.

Consolidated Plan Public Contact Information

Citizens and community organizations with questions or comments related to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report, or any of the related programs should contact the City of Hattiesburg:

City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

(601) 554-1006

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Hattiesburg encouraged participation in developing the 2022 AAP by soliciting input from the public, local government representatives, public housing authorities, non-profit developers, and various social service agencies through its traditional advertising method. Additionally, the City promoted public hearings via the City's website and Facebook in an effort to reach as many interested parties as possible.

The City of Hattiesburg's Planning Division encompasses floodplain management for the City. Representatives of county government from Forrest and Lamar counties responsible for the management of water resources, flood areas and emergency management were invited to participate and encouraged to submit comments during the annual action plan process. No response was received.

Hattiesburg Housing Authority was consulted regarding housing assistance and supportive services needs of residents. The executive director shared gaps in services at the May 24, 2022 Community Roundtable Meeting.The comments shared are captured in the Citizen Participation attachment.

The City was not successful in engaging directly with any of the broadband service providers within the jurisdiction. In May 2022, a local small business, Hub Tech Solutions, was identified. The City began conversations and Hub Tech Solutions is currently developing a solution to aid in narrowing the local digital divide by providing WiFi services in low, low-mod census tracts.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are similar to the former Housing Round Table, which included the City's Urban Development Department, Mississippi Regional Housing Authority No. 8, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The City has partnered with Mississippi Regional Housing Authority No. 8 (MRHA8), to educate the community on the services the City and MRHA8 offers and promote health services by hosting a community health fair, July 12, 2022. The City also plans to partner with the Hattiesburg Housing

Authority (HHA), in their efforts to substantially rehabilitate one of it's properties constructed in 1940. The City continues the work to bolster mental health services by way of a Behavioral Health Court partnership with Pine Belt Mental Healthcare Resources, and through working with the Pinebelt Coalition on Homelessness to coordinate efforts toward functionally ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator, who works actively with the coalition as well as other agencies in making proper referrals to appropriate resource agencies. In the last year, the city's coordinator has worked with the coalition to press the issue of a need for a documented plan as well as an adopted standard of care.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Habitat for Humanity in Hattiesburg, MS
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Question/comments favored down payment assistance, housing repair programming and rehabilitation grant amounts.
2	**Agency/Group/Organization**	Breakthrough Community Services, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Education Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on down payment assistance, rehabilitation grant funding, and housing repair programs.
3	**Agency/Group/Organization**	Hattiesburg Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on improving the quality of safe and habitable public housing.

4	**Agency/Group/Organization**	Edwards Street Fellowship
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Health Food pantry, thrift store
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on emergency housing, transportation on demand, connecting to surrounding communities.
5	**Agency/Group/Organization**	Salvation Army
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on rental/utility assistance and shelter.
6	**Agency/Group/Organization**	U. OF SOUTHERN MISS. INSTITUTE FOR DISABILITIES STUDIES
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on affordable housing, homeless programming, rental assistance; gap exists for those that do not meet HUD homeless definition.
7	**Agency/Group/Organization**	Shafer Center
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on affordable housing for felons; shelter for boys (12 and under); food/clothing donations.
8	**Agency/Group/Organization**	Hope Community Collective
	Agency/Group/Organization Type	Services-Children Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on affordable housing, resources to assist Hispanic community

9	**Agency/Group/Organization**	R3SM, Inc.
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in community roundtable meeting. Comments focused on resources for agencies doing the work; operating capital

Identify any Agency Types not consulted and provide rationale for not consulting

Organizations with an existing relationship with the City, as well as other organizations were contacted to participate. Unfortunately, Aids Services Coalition (ASC), an organization with a relationship with the City, did not participate.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City's interaction and coordination with the agencies and partnership groups mentioned above is constant. A full-time grant coordinator also seeks out other opportunities to leverage the city's resources – in Community Development as well as citywide. We have recently

considered grant opportunities specific to older adult home modifications, but have elected to defer such application until we have additional capacity to administer such a program.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

In compliance with HUD requirements, the City of reached out to encourage broad public input into development of the 2022 Action Plan. As required by its Citizen Participation Plan and HUD regulations, the City specifically reached out to consult with residents; social service agencies; public and private organizations; local businesses, industries, developers and chambers of commerce; City, County and State agency representatives; public housing residents and representatives; faith-based organizations; senior citizens and other special needs populations.

The Community Development Division hosted an in person public hearing on March 24, 2022, as the first effort in gathering public input for the 2022 Action Plan for CDBG and HOME funds. In addition to newspaper publications, the City utilized its website to provide notice of the hearing and comment period. The City believes COVID-19 continues to impact community participation. The public hearing was attended by City staff only and few residents. A community roundtable was held with community organization representatives May 24, 2022.

On July 26, 2022, the City will hold a public hearing to share the Action Plan draft and solicit any additional comments. The meeting was attended by City staff only.

The final public hearing, November 1, 2022. In all publications and meetings, information was shared about written comment periods, and encouraging attendees and interested parties, to submit their comments within the timeframe published.

A summary of the City's citizen participation process is provided in Template AP-15. Template AP-10 includes a summary of the consultation process. Documentation of outreach efforts is provided in the Citizen Participation Attachment.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	March 24, 2022 - Attendance expectations were high, however continued concerns regarding COVID-19 are believed to be the cause of low participation.	Comments centered on housing programs and transparency	N/A	
2	Community Roundtable	Persons with disabilities Non-targeted/broad community	May 24, 2022 - Well attended meeting of various community organizations	Affordable housing, emergency shelter, resources to assist homeless population	N/A	
3	Public Hearing	Non-targeted/broad community	July 26, 2022 - Meeting attended by City staff only	None received	N/A	
4	Public Meeting	Non-targeted/broad community	November 1, 2022 - Meeting attended by City staff only	None received	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	519,024	0	0	519,024	519,024	The expected amount for the remainder of the Con Plan is simply the Year 5 allocation for Program Year2022.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	331,710	0	0	331,710	331,710	The expected amount for the remainder of the Con Plan is simply the Year 5 allocation for Program Year2022.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has no required match for either CDBG or HOME. While we do not formally identify leverage resources, our partnerships with other non-profit entities, the city's long-term planning in lower-income neighborhoods, transit, and the like, and the city's aggressive approach to improving infrastructure throughout the city – particularly in low-income neighborhoods – are all indirect leverage opportunities.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State-owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

Discussion

The City hopes to continue its partnerships through groups such as the MUTEH and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City is currently searching to fill the vacant position of Homeless Coordinator to work directly with the Pinebelt Homeless Coalition to address homeless issues, with a special emphasis on veterans and the chronic homeless population. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, and the Mississippi Home Corporation.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing	Citywide	Emergency Repair Housing Rehabilitation Rental Rehabilitation	CDBG: $415,219 HOME: $278,782	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Added: 0 Household Housing Unit Homeowner Housing Rehabilitated: 23 Household Housing Unit Other: 17 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Programs (including Affordable Housing)
	Goal Description	This goal includes the creation of affordable housing by CHDOs either in the rehabilitation of existing housing stock or the construction of new housing for the purpose of sale or rental to eligible households. This goal also includes the bulk of the City's housing program, which is the basic and emergency rehabilitation of eligible owner-occupied homes. Basic Rehabilitations are completed with either HOME or CDBG funding. Emergency Repairs are completed using CDBG funding.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2022.

Projects

#	Project Name
2	CDBG Administration
3	CDBG Housing Programs
4	HOME Administration
5	CHDO Set-Aside
6	HOME Housing Programs

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Hattiesburg's basis for allocation investments city-wide reflects the priority needs identified in the Consolidated Plan, as well as longstanding patterns of investment to maintain services to neighborhoods that are underserved. The City's allocation process is intended to address obstacles to meeting underserved needs. Agencies which receive grant funds from the City include: Non-profits and Community Housing Development Organizations (CHDOs). In general, proposals are accepted from these agencies through an annual request for proposal process. CDBG funded public service projects are reviewed by city staff and community leaders. The group makes recommendations regarding funding to the Mayor and City Council. Funds distributed to non-profit organizations through the grant proposal process include CDBG and HOME funds. Any unused funds may be re-allocated to Housing Programs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Administration
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Emergency Repair Public Facility Improvement Public Services Microenterprise Assistance Rental Rehabilitation
	Funding	CDBG: $103,805
	Description	Overall and day to day administration of CDBG Program
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Overall and day-to-day administration of the CDBG Program
2	**Project Name**	CDBG Housing Programs
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Emergency Repair
	Funding	CDBG: $415,219
	Description	Funding for all CDBG Housing Activities as well as project delivery for CDBG and HOME funded housing activities
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 18-20 households of low and/or moderate income households
	Location Description	Eligible housing activites in eligible households citywide

	Planned Activities	Basic rehabilitation and emergency repair of owner-occupied housing
3	**Project Name**	HOME Administration
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation
	Funding	HOME: $33,171
	Description	Overall and day to day administration of HOME program
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Overall and day-to-day administration of the HOME Program
4	**Project Name**	CHDO Set-Aside
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation
	Funding	HOME: $49,757
	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits a low and/or very low income household.
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	One or two low and/or very-low income household(s) depending on the activity chosen by the CHDO.
	Location Description	An eligible housing activity city-wide.

	Planned Activities	Construction or rehabilitation of housing as an affordable unit.
5	**Project Name**	HOME Housing Programs
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation
	Funding	HOME: $278,782
	Description	Funding of HOME housing activities, primarily housing rehabilitation
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	3-5 low and very-low income households
	Location Description	Citywide
	Planned Activities	Funding for all HOME housing activities

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

None of the activities proposed for the 2022 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Housing Rehabilitation, Emergency Repair, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105.

Geographic Distribution

Target Area	Percentage of Funds
FACADE	
Citywide	100
Low/Mod Census Tracts	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All activities are allowable Citywide. No other activity is geographically focused. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city intends to concentrate its limited resources on affordable housing rehabilitation and repair.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	23
Special-Needs	0
Total	23

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	22
Acquisition of Existing Units	1
Total	23

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2022 Action Plan with the exception of Administrative activities and Public Facilities and Public Services Activities. To a degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of households supported included among the non-homeless are those households anticipated to directly benefit from housing rehabilitation activities.

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years. The City continues its planning efforts with HHA in regards to funding opportunity that would allow for the replacement of several buildings/units with new units at a HHA property.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City will continue to support throughout FY 2022 the monthly resident meetings hosted by The Housing Authority at each of its developments designed to engage and encourage productive dialogue regarding resident's needs. Guest speakers bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA continues to host National Night Out Against Crime events, and use them as an opportunity to engage residents.

The City of Hattiesburg continues to require, as a component of its Downpayment Assistance Program, homebuyer education requirements, which are available to attendees at no or minimal cost through various agencies. The City will continue to work with public housing management to encourage homeownership options through downpayment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. Responsibilities of the City's Homelessness Coordinator have included leading a homeless outreach team, traveling weekly to known and suspected homeless encampments and other known locations in order to assess individuals' needs and work to pair willing individuals with appropriate resources or services; assist the city and homeless support agencies with all homeless issues. Our goal in 2022 is to fill the Homelessness Coordinator vacancy.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through HOME-ARP funding supported by the needs assessment/gap analysis.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As mentioned, the Homelessness Coordinator position with the City is currently vacant. Our goal in 2022 is to fill the vacancy and continue working closely with local organizations and assist in referring clients for the Rapdi Re-housing Program.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly

funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

Discussion

The City's HOME and CDBG Programs will continue to support housing rehab and repair activities for low- and moderate-income homeowners. Historically, many of the households served by these activities include disabled and/or senior family members. Though there are no activities proposed in the 2022 action plan for the direct purpose of serving special needs populations other than the homeless, all other activities will inevitably provide indirect benefit to other special needs populations such as those with disabilities, persons with HIV/AIDS, and the elderly.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements.

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through CHDOs, the City of Hattiesburg is supporting the development of affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

Actions planned to foster and maintain affordable housing

The City continues to promote its Down Payment Assistance Program, and address code compliance in an effort to continue improving housing stock.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2022 along with the administration of the City's new Lead Safe Hattiesburg program, funded by a grant awarded by the Office of Lead Hazard Control Healthy Homes.

Actions planned to reduce the number of poverty-level families

While the issue of poverty is far more complex than any one symptom or circumstance, financial literacy and an understanding of traditional banking and traditional (non-predatory) lending can at least serve as pieces to the puzzle of fighting poverty. Efforts like this are beneficial to people of any income group.

Actions planned to develop institutional structure

The City plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Pinebelt Coalition on Homelessness, and other similar organizations as the oppoirtunity arises. The City will continue to assess the group for gaps in representation and work

to close those gaps by bringing other valuable participants to the discussion.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to participate with and support the efforts of the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continues to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

For purposes of #2 under "Other CDBG Requirements," 2022 is the year hereby specified to be covered by this Action Plan.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

The City has no other forms of investment beyond FY 2022 HOME allocation, $331,710.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

In all HOME Homebuyer activities, the City of Hattiesburg employs Recapture as the method by which HOME investment is protected for the period of affordability. The HOME investment to be protected is described as the "direct subsidy," which includes the HOME investment that enabled the homebuyer to purchase a property. Direct subsidy includes two components:

1) Downpayment assistance, closing costs or other HOME assistance provided directly to the homebuyer, and;

2) The difference between the fair market value and a reduced sales price which is attributable to HOME development assistance.

These two components will be added together to identify the direct subsidy amount to be protected by the Recapture provisions.

Specifically, the City imposes Recapture requirements in accordance with 24 CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, pro rata, over the course of the affordability period.

In practice, the City will calculate the number of months that a beneficiary has satisfied the applicable affordability period and will divide that number by the total number of months of the applicable affordability period. The resulting percentage is the proportion of the affordability period that has been satisfied. The total award amount will be multiplied by this percentage. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture. The City may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

Example: A Homebuyer received HOME assistance in the amount of $10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying $10,000 (total award) by 33.33% (portion satisfied) equals $3,333. The total award can be reduced by this amount ($10,000 - $3,333) to arrive at the amount to be recaptured - $6,667. This $6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only $2,000 in net proceeds is available at sale, only $2,000 will be recaptured. If $20,000 in net proceeds is available at sale, only $6,667 will be

recaptured.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining affordability period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability for the new buyer based on the details of their own HOME assistance. In the even of foreclosure (or death) during the affordability period, the Deed Restriction filed at project completion will trigger and teh City will recapture funds if/when there are net proceeds from which an amount can be captured.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   N/A

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed $148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.

Attachments

Citizen Participation Comments

INTEROFFICE MEMORANDUM

TO: MAYOR PARK, DC ANN JONES

FROM: PETRA WINGO

CC: JENNIFER SHOWS

SUBJECT: SUMMARY OF 3/24/22 PUBLIC HEARING FOR 2022 ACTION PLAN

DATE: 3/25/2022

The Community Development Division hosted a public hearing on 3/24/22 as the first effort in gathering public input for the 2022 Action Plan for CDBG and HOME funds. Petra Wingo led the meeting and Sharon Newsom facilitated the public engagement piece.

The meeting was attended by community residents Ms. Willie Ruth Jackson, Rev. Arthur Siggers, Mr. Milton Garvin, Ms. Khadijah Muhammad, Mr. Michael Jordan, and Rev. Mark Jordan

We presented a list and description of the types of projects the city has done in recent history as well as a general list and description of other types of projects that may be eligible. We also described the dollar amounts received in each grant over the last couple of years and what we estimate is likely for 2022. The purpose of this initial public engagement is not to get into the details on specifics of the programs or activities, but rather to get a high-level general direction from the public on project types and geography. One question was asked of attendees: what needed improvements have you identified in your neighborhoods?

The consensus (see attached comment summary), is address the need for affordable housing (rental housing also), maximum project budgets, program requirements, safety, and overall development. Other discussion during the hearing had to do with lack of communication and transparency.

Taking into consideration our very small pool of participants and taking further into consideration the specific agencies or areas that they represent there are no surprises found in the responses. And largely, they support how the city typically allocates CDBG and HOME funds in its Action Plans.

I would like to see us work in a way that would serve as many residents as possible, with the limited funding the City receives. CDD proposes streamlining and limiting programming and the frequency of assistance, i.e.one and done. By implementing limited programming and frequency, potentially more and different residents could receive assistance.

The creation of a Division newsletter promoting upcoming activities/events and sharing completed CDD projects is already underway, and has been well received from the community and City employees. Finally, CDD will conduct quarterly informational forums beginning Fall 2022 to promote accessibility, accountability and transparency in what we do.

The homelessness component can be addressed with HOME-ARP funding upon creation of the HOME-ARP Allocation Plan.

For now, and to move this process forward, I propose drafting the 2022 Action Plan in the following way:

CDBG Allocation:	**$519,024**
Admin	$103,805
Housing Programs (Project Delivery costs, Emergency Repair, Emergency Roof, Minor Rehabilitation)	$415,219

HOME Allocation:	**$331,710***
Admin	$33,171
CHDO (we could specify project type)	549,757
Housing Programs (HHA)	$278,782

*There are sufficient funds allocated to DPA in prior year funds on hand.

CDD has begun drafting the 2022 Action Plan, and is prepared to publish the draft June 30, 2022. Timing is critical to satisfy HUD requirements. If comments are received after draft publication, we will adjust the plan and advertise it again for a final public comment opportunity.

Let's discuss ASAP in case there is any other particular direction to be taken.

Thanks,
Petra

Hattiesburg Publishing, Inc.

625 North 31st Street, Suite C • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

The STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

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(Signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 17th day of March, 2022, a Notary Public in and for the County of Lamar, State of Mississippi.

(Signed) Katherine H Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC Commission Expires Oct. 22, 2023 LAMAR COUNTY

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NOTICE OF PUBLIC HEARING AND COMMENT PERIOD

FOR THE 2022 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND LEAD-FREE HATTIESBURG

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development in April 2022 or soon thereafter. These funds are estimated to total approximately $750,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons of low and moderate income.

The City expects to receive:
CDBG entitlement grant of approximately $550,000
HOME entitlement grant of approximately $200,000

Additionally, the City of Hattiesburg has been awarded program grant funding from HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH) in the amount of $1,617,400.00. Funds will be used to:

Identify and remediate lead based paint in approximately 72 homes;

Perform 60 Healthy Homes Assessments for other health hazards; and

Training and certification for qualified individuals for Lead Inspector, Lead Risk Assessor, and Lead Supervisor.

A Public Hearing is scheduled for March 24, 2022 at 5:30 p.m. at Lillie Burney Learning Center, Multipurpose Building, 901 Ida Avenue, for the purpose of receiving ideas, comments, and proposals on the creation of the 2022 Action Plan priorities and feedback on past activities, as well as

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for March 24, 2022. Written comments will additionally be accepted in the Community Development Division through April 25, 2022. A summary of any comments accepted will be attached to the final action plan.

Comments related to this NOTICE may be mailed to or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401, or email to cdbg@hattiesburgms.com. If you have any questions regarding this information, please contact the Department at (601) 554-1006. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 554-1006 or email snewson@hattiesburgms.com in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI
BY:
/S/ Kamae Eaton, CITY CLERK
(SEAL)
Toby Barker, Mayor
Published March 10, 17, 2022

City of Hattiesburg Urban Development/Community Development

Public Hearing - March 24, 2022

COMMENTS

NAME/ADDRESS	COMMENTS
Ms. Willie Ruth Jackson 114 JC Killingsworth Drive	Need street repairs and sidewalks; night clubs near older homeowner's house; what are the rules, livability.
Arthur Siggers 1313 Country Club Road	Raise the amount paid for emergency repair; consider the high cost of materials; require insurance for emergency repair homeowners; list accountability; need transparency (let us know what's going on); help maintain home ownership; education people how to ??
Milton Garvin 1005 Rushing Avenue	Help with development in the East Jerusalem; help us and we want to help you.
Khadijah Muhammad 107 Williams Street	Please let's do more informational forums with data from at least three years ago; please inform a representative from the school corp regarding property near schools.
Michael G. Jordan 100 Ollie Street	More rental housing in Ward 5 "Economic Impact"; computer access (help) for elderly for online application; insurance requirement for help from HUD; better advertising to the community – early and often (i.e. radio and churches); waiting list is unfair – repeat customers, before new customers; *Most Important* repairs to old homes – non-emergency and emergency repairs.
Mark A. Jordan 100 Ollie Street	Thank you for bringing these issue to our attention and giving us a voice to give input for our community development, revitalization and growth; talk to the school district about its role in our community in reference to the 16th section land.

COMMENT FORM
2022 Action Plan for Housing
Community Development Block Grant and HOME Investment Partnerships (CDBG & HOME) Programs

Date: March 24, 2022

Name: MS Willie Ruth Jackson

Address: 114 S.C. Kellingsworth Drive, Hattiesburg, MS 39401

Telephone: 601-466-7619

Email: Ruthwill@aol.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2022 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). To ensure consideration, written comments must be received by the Community Development Division by December 2, 2021.

Comments:

Need Street Repairs

Need Side walks

Before getting Help from City, do the Home Owners have to Have Property Insurance.

Night Clubs near Older Home owners's Houses;

What is the Rules, Reg; Liveability??

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?
☐ Newspaper ☒ Social Media ☒ Flyer ☐ Word of Mouth ☐ Direct Mail Rev. Siggers

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

P.O. Box 1898 • Hattiesburg, MS 39403 • 601 554-1006 • cdbg@hattiesburgms.com

COMMENT FORM

2022 Action Plan for Housing

Community Development Block Grant and HOME Investment Partnerships (CDBG & HOME) Programs

Date: 3-23-22

Name: Arthur L. Siggers

Address: 1313 Country Club Rd

Telephone: 601-310-0250

Email: Moses 5T54741@Aol.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2022 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). To ensure consideration, written comments must be received by the Community Development Division by December 2, 2021.

Comments: (1) Raise the Amount paid for your Emergency Repair
(2) Raise the Amount paid for New Repair
(3) Consideration of High Cost of Materials
(4) Required Insurance for Emergency Repair Homeowners
(5) List Accountability
(6) Transparency (Let us Know what's going on)
(7) Help Maintain home ownership
(8) Educate people how to Apply

Use back of this form for additional comments if necessary.

How did you hear about this meeting?
☐ Newspaper ☐ Social Media ☐ Flyer ☑ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

P.O. Box 1898 • Hattiesburg, MS 39403 • 601-554-1006 • cdbg@hattiesburgms.com

COMMENT FORM

2022 Action Plan for Housing

Community Development Block Grant and HOME Investment Partnerships (CDBG & HOME) Programs

Date: _____

Name: Milton Gavin

Address: 1005 Rushing Ave Hburg 39402

Telephone: 601-447-3920

Email: Miltongavin@yahoo.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2022 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). To ensure consideration, written comments must be received by the Community Development Division by December 7, 2022.

Comments: Help with development in the East Jerusalem
Help us and we want to help you

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?
☐ Newspaper ☑ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

P.O. Box 1898 • Hattiesburg, MS 39403 • 601-554-1005 • cdbg@hattiesburgms.com

OMB Control No: 2506-0117 (exp. 09/30/2021)

COMMENT FORM

2022 Action Plan for Housing

Community Development Block Grant and HOME Investment Partnerships (CDBG & HOME) Programs

Date: 3/23/2022

Name: Khadijah Muhammad

Address: 107 Williams St.

Telephone: 317-223-6935

Email: K_aminah@yahoo.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2022 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). To ensure consideration, written comments must be received by the Community Development Division by December 2, 2021.

Comments:

Please let's do more informational forums with data from at least three years ago.

Please inform a representative from the School Corp. regarding property near schools

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

P.O. Box 1898 • Hattiesburg, MS 39403 • 601-554-1006 • cdbg@hattiesburgms.com

COMMENT FORM

2022 Action Plan for Housing

Community Development Block Grant and HOME Investment Partnerships (CDBG & HOME) Programs

Date: 3-24-22

Name: Michael G. Jordan

Address: 100 Ollie Street Hattiesburg MS 39401

Telephone: 601-606-9012

Email: Thbusg@yahoo.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2022 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). To ensure consideration, written comments must be received by the Community Development Division by December 1, 2021.

Comments:
- More Rental Housing in Ward 5 "Economic Impact"
- Computer access (Help) elderly for online application
- Insurance Requirement for Help from HUD???
- Better advertising to the Community - Early and often Radio/ Churches
- Waiting List is unfair - Repeat Customers - Before new customers

Most Important Repairs to old homes - non emergency and Emergency repairs.

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?
☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail ☒ Church - Pastor

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

P.O. Box 1398 • Hattiesburg, MS 39403 • 601 554-1006 • cdbg@hattiesburgms.com

OMB Control No: 2506-0117 (exp. 09/30/2021)

COMMENT FORM
2022 Action Plan for Housing
Community Development Block Grant and HOME Investment Partnerships (CDBG & HOME) Programs

Date: _____

Name: Mark A. Jordan

Address: 100 Olive ST

Telephone: 601-310-8143

Email: mjccmanager@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2022 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). To ensure consideration, written comments must be received by the Community Development Division by December 2, 2021.

Comments: ① Thank you for bringing these issues to our attention and giving us a voice to give input for our community development, revitalization and growth.

② Talk to School District about it's role in our community reference 16th section land.

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?
☐ Newspaper ☐ Social Media ☐ Flyer ☑ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

P.O. Box 1848 • Hattiesburg, MS 39403 • 601-554-1006 • cdbg@hattiesburgms.com

OMB Control No: 2506-0117 (exp. 09/30/2021)

INTEROFFICE MEMORANDUM

TO: MAYOR BARR JR, ANY JOINTS

FROM: PETRA WINGO

CC: JENNIFER HOWE

SUBJECT: SUMMARY OF 5/24/22 COMMUNITY ROUNDTABLE FOR 2022 ACTION PLAN

DATE: 06/22/2022

The Community Development Division hosted a Community Roundtable discussion with various community organizations on 5/24/22 in an effort to gather public input for the 2022 Action Plan for CDBG and HOME funds. Petra Wingo led the meeting and Sharon Newsom facilitated the public engagement piece.

The meeting was attended by community representatives of several community organizations. Two questions were asked of attendees: What does your organization need to continue providing services to the community; and what community needs do you see not being met?

The consensus (see attached comment summary), is emergency/homeless shelter and affordable housing. Additional conversations centered on social services specific to the assist the Hispanic community, infrastructure, rental assistance and operating capital.

In the Mayor's meeting discussing the objectives for the 2022 Plan, the Mayor mentioned three projects:

1. Nicholson Temple: shared work space environment for minority owned businesses. Due to limited funding and community input, a project not recommended for 2022 Action Plan.
2. Klondike Building: convert to shared workspace. Due to limited funding and community input, a project not recommended for 2022 Action Plan.
3. Older Adult Home Modification: Due to limited funding and community input a project not recommended for 2022 Action Plan. However, HUD does allocate funding under a separate competitive program specifically for older adults. There has been no announcement of the 2022 funding, but CDD will continue to monitor and pursue grant funding when announced.

I would like to see us work in a way that would serve as many residents as possible, with the limited funding the City receives. By streamlining and limiting program offerings, as well as the frequency of assistance, CDD has the opportunity to potentially assist a larger number and wider variety of residents.

The homeless shelter concern, I believe will be addressed with the gap analysis/needs assessment requirement tied to HOME-ARP and the creation of the HOME-ARP Allocation Plan.

As shared previously, to move this process forward, I propose drafting the 2022 Action Plan in the following way:

CDBG Allocation:	**$519,024**
Admin	$103,805
Housing Programs (Emergency Repair, Emergency Roof, Minor Rehabilitation)	$415,219

HOME Allocation:	**$331,710***
Admin	$33,171
CHDO (we could specify project type)	$49,757
Housing Programs (TBRA)	$278,782

*There are appears to be sufficient funds allocated to Down Payment Assistance in prior year funds on hand.

The draft 2022 Action Plan is underway, and will be prepared to publish July 7, 2022. Timing is critical to satisfy HUD requirements. If comments are received after draft publication that alter the direction of proposed activities, we will adjust the plan.

I would greatly appreciate the opportunity to discuss as soon as possible, in case there are thoughts regarding any other particular direction to be taken.

Thanks,
Petra

City of Hattiesburg Urban Development/Community Development

Community Roundtable - May 24, 2022

COMMENTS

NAME/ORGANIZATION	COMMENTS
Ann McCullen Edwards Street Fellowship	Emergency housing (women, women with kids); transportation on demand; rural transportation; connect to Petal, MS
Frances Nixon Salvation Army	Rental/utility assistance (we can't pay deposits); shelter
Dr. Demetra Bates USM Institute for Disability Studies	Homeless programming; rental assistance. Gap exists for those that don't meet HUD homeless definition
Tracy Coleman USM Institute for Disability Studies	Affordable and obtainable housing
Erica Powell Schafer Center	Affordable housing for felons; shelter for boys (12 and under); food and clothing donations
Leticia Bezerra Renaissance Community Loan Fund	Want to know more about the needs of Hattiesburg community and partner with organizations to meet those needs.
Judy Mellard Hattiesburg Housing Authority	Affordable housing, emergency housing for homeless, funding for emergency housing, transportation, infrastructure, grocery store
Michael Dixon Pinebelt Foundation	Want to know more about the needs of Hattiesburg and how he can connect philanthropists
Akwete Muhammad Habitat for Humanity of the Pine Belt	Emergency shelter/services, affordable sustainable housing

OMB Control No: 2506-0117 (exp. 09/30/2021)

Mavis Creagh R3SM	Resources for agencies doing the work; operating capital
Juli Martinez Hope Community Collective	Affordable housing; build resources specific to assist Hispanic community; housing/shelter, social services

INTEROFFICE MEMORANDUM

TO: MAYOR BARKER, ANN JONES

FROM: PETRA WINGO

CC: JENNIFER SHOWS

SUBJECT: SUMMARY OF 7/26/2022 PUBLIC HEARING FOR 2022 ACTION PLAN

DATE: 07/27/2022

The Community Development Division hosted a Public Hearing on 7/26/22 in an effort to gather public input on the draft 2022 Action Plan for CDBG and HOME funds.

The meeting was attended by Community Development Staff and Mayor Toby Barker. Without additional input or comments from the community, Community Development will move forward with the submission of the 2022 Action Plan to HUD.

Thanks,
Petra

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 Tel • (601) 268-2965 Fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 466 Published 1 times

Date 1st Published: July 7 Amt: 55.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 55.92

Proof of Publication Fee: 3.00

TOTAL: 58.92

Signed: Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 7th day of July, 2022, a Notary Public in and for the County of Lamar, State of Mississippi:

Signed: Katherine Y Bullock

STATE OF MISSISSIPPI NOTARY PUBLIC KATHERINE Y BULLOCK Commission Expires Oct. 20, 2023 LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: _____
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mod: _____
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- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR THE 2022 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi has been allocated $519,004 in Community Development Block Grant (CDBG) funds and $331,200 in HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development for program year 2022. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, at low and moderate-income.

A Public Hearing is scheduled for Tuesday, July 26, 2022, at 5:00 p.m., at the Jackie Dale Community Center, 220 W Front Street. Public Comments on the topic will be taken between July 7, 2022 through August 8, 2022.

The City has drafted a 2022 Action Plan for the allocation of CDBG and HOME funds based on strategies in the 5-year Consolidated Plan and on feedback from previous public comment opportunities. The City proposes to allocate the 2022 funding in the following manner:

CDBG:
Administration: $103,805
Housing Programs: $415,219
HOME:
Administration: $33,120
CHDO Housing: $49,680
Housing Rehabilitation: $248,280

The Draft 2022 Action Plan is available at www.hattiesburgms.com/community-development or at the Community Development Division Office on the First Floor of City Hall, 200 Forrest Street, Hattiesburg, MS. Interested parties may also email cdbg@hattiesburgms.com or call (601) 554-1006 to request an emailed copy of the draft document. The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for July 26, 2022. Written comments will additionally be accepted in the Community Development Division now through August 8, 2022. These comments will be taken into consideration in finalizing a 2022 Action Plan, and a summary of any comments accepted will be attached to the final action plan.

Comments related to this NOTICE may be delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401 or mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403. Comments may also be emailed to cdbg@hattiesburgms.com. Comments must be received no later than 9:00 a.m., Monday, August 8, 2022.

If you have any questions regarding this information, please contact the Department at (601) 554-1006. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 554-1006 or email cdbg@hattiesburgms.com in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI
(SEAL)
Toby Barker, Mayor
BY: /s/ Kermas Eaton
CITY CLERK
Published July 7, 2022

CITY OF HATTIESBURG PUBLIC HEARING SIGN-IN SHEET

Project: 2022 Annual Action Plan	**Meeting Date:** 7/26/2022
Facilitator: Petra Wingo	**Place/ Room:** Jackie Dole Community Center | 5:00 p.m.

Name	Company/ Ward #	Phone	E-Mail
Petra Wingo	COH		
Ken Laster	COH Com Dev		
Dequandra Johnson	COH CD		
Wiley Quinn	COH Urban Dev.		
Tony Parker	Cob		

Page 1 of 4

INTEROFFICE MEMORANDUM

TO: MAYOR BARKER, ANN JONES

FROM: PETRA WINGO

CC: WILLY QUINN

SUBJECT: SUMMARY O[illegible]1/1/2022 PUBLIC HEARING FOR 2022 ACTION PLAN

DATE: 11/6/2022

The Community Development Division hosted a Public Hearing on 11/1/22 to present the draft 2022 Action Plan for CDBG and HOME Funds.

The meeting was attended by Community Development Staff, Petra Wingo, Demetria Farve, and Dequandra Johnson. Without additional input or comments from the community, Community Development will move forward with the submission of the 2022 Action Plan to HUD.

Thanks,
Petra

Hattiesburg Publishing, Inc.

325 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned person, representing The PineBelt NEWS, aweekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 455 Published: 1 times

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Date 2nd Published: _____ Amt: _____

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Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.60

Proof of Publication Fee: 3.00

TOTAL: 57.60

Signed: Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13th day of October, 2022, a Notary Public in and for the County of Lamar, State of Mississippi.

Signed: Katherine Hollis

STATE OF MISSISSIPPI NOTARY PUBLIC KATHERINE H. ELLIS Commission Expires Oct. 25, 2023 LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Emp:
- ☐ App:
- ☐ File Name: CDH - 2022 Action Plan Draft
- ☐ Invoice #:
- ☐ Inv. Qty/Amt:
- ☐ Pymt Rec'd:
- ☐ POP sent:

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR THE 2022 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi has been allocated $519,024 in Community Development Block Grant (CDBG) funds and $334,710 in HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development for program year 2022. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons of low and moderate income.

The City has drafted a 2022 Action Plan for the allocation of CDBG and HOME funds based on strategies in the 5-year Consolidated Plan and on feedback from previous public comment opportunities. A Public Hearing is scheduled for Tuesday, November 1, 2022, at 5:00 p.m. at the Jackie Dale Sherrill Community Center, 220 W. Front Street, Hattiesburg, MS. Public Comments on the topic will be taken between November 1, 2022 and December 1, 2022.

The City proposes to allocate the 2022 funding and activities as follows:

CDBG:
Administration: $103,805
Housing Programs: $115,219
HOME:
Administration: $33,471
CHDO Housing: $49,757
Housing Rehabilitation: $278,782

The Draft 2022 Action Plan is available at www.hattiesburgms.com/community-development or at the Community Development Division Office on the First Floor of City Hall, 200 Forrest Street, Hattiesburg, MS. Interested parties may also email cdbg@hattiesburgms.com or call 601-554-1005 to request an emailed copy of the draft document. The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for November 1, 2022. Written comments will additionally be accepted in the Community Development Division now through December 1, 2022. These comments will be taken into consideration in finalizing a 2022 Action Plan, and a summary of any comments accepted will be attached to the final action plan.

Comments related to this NOTICE may be presented to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401 or mailed to City of Hattiesburg Community Development Division, P.O. Box 7846, Hattiesburg, MS 39403. Comments may also be emailed to cdbg@hattiesburgms.com.

If you have any questions regarding this information, please contact the Department at (601) 554-1005. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 554-1005 or email snewsom@hattiesburgms.com in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI
(SEAL)
Toby Barker, Mayor
BY: /s/ Kennas Eaton
CITY CLERK
Published October 13, 2022

CITY OF HATTIESBURG PUBLIC HEARING SIGN-IN SHEET

Project:	2022 Annual Action Plan	**Meeting Date:**	11/1/2022
Facilitator:	Petra Wingo	**Place/ Room:**	Jackie Dole Sherrill Community Center | 5:00 p.m.

Name	Company/ Ward #	Phone	E-Mail
Petra Wingo	COH		pwingo@hattiesburgms.com
Demetria Farve	CoH		
Raquandra Johnson	CoH		

Page 1 of 3

Grantee SF-424's and Certification(s)

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing – The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601–4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

2. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official — Date: 07/27/2022

Mayor
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) PY 2022 _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

07/27/2022
Date

Mayor
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

07/27/2022
Date

Mayor
Title

OMB Control No: 2506-0117 (exp. 09/30/2021)

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

07/27/2022
Date

Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
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. Code. 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.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 07/27/2022	4. Applicant Identifier:	
5a. Federal Entity Identifier:	5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name: City of Hattiesburg	
* b. Employer/Taxpayer Identification Number (EIN/TIN): [redacted]	* c. UEI: [redacted]

d. Address:

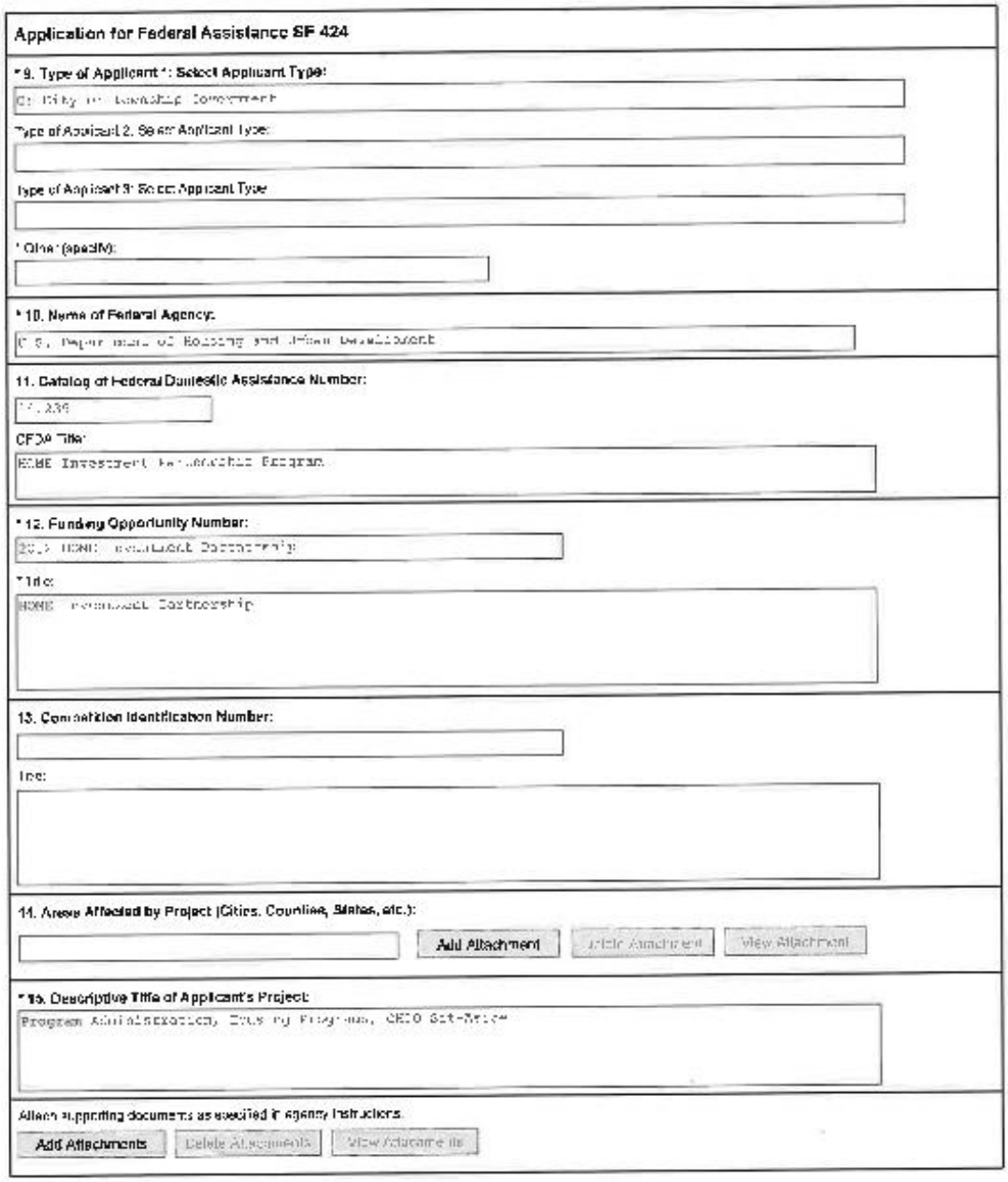
* Street1:	P.O. Box 1898
Street2:	
* City:	Hattiesburg
County/Parish:	
* State:	MS: Mississippi
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	39403-1898

e. Organizational Unit:

Department Name: Urban Development	Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: Delia
Middle Name:	
* Last Name: Mingo	
Suffix:	
* Title: Community Development Division Manager	
Organizational Affiliation:	
* Telephone Number: 6018217559	Fax Number:
* Email: dmingo@hattiesburgms.com	



Application for Federal Assistance SF 424

* 9. Type of Applicant *: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program

* 12. Funding Opportunity Number:

2022 HOME Downpayment Partnership

* Title:

HOME Downpayment Partnership

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

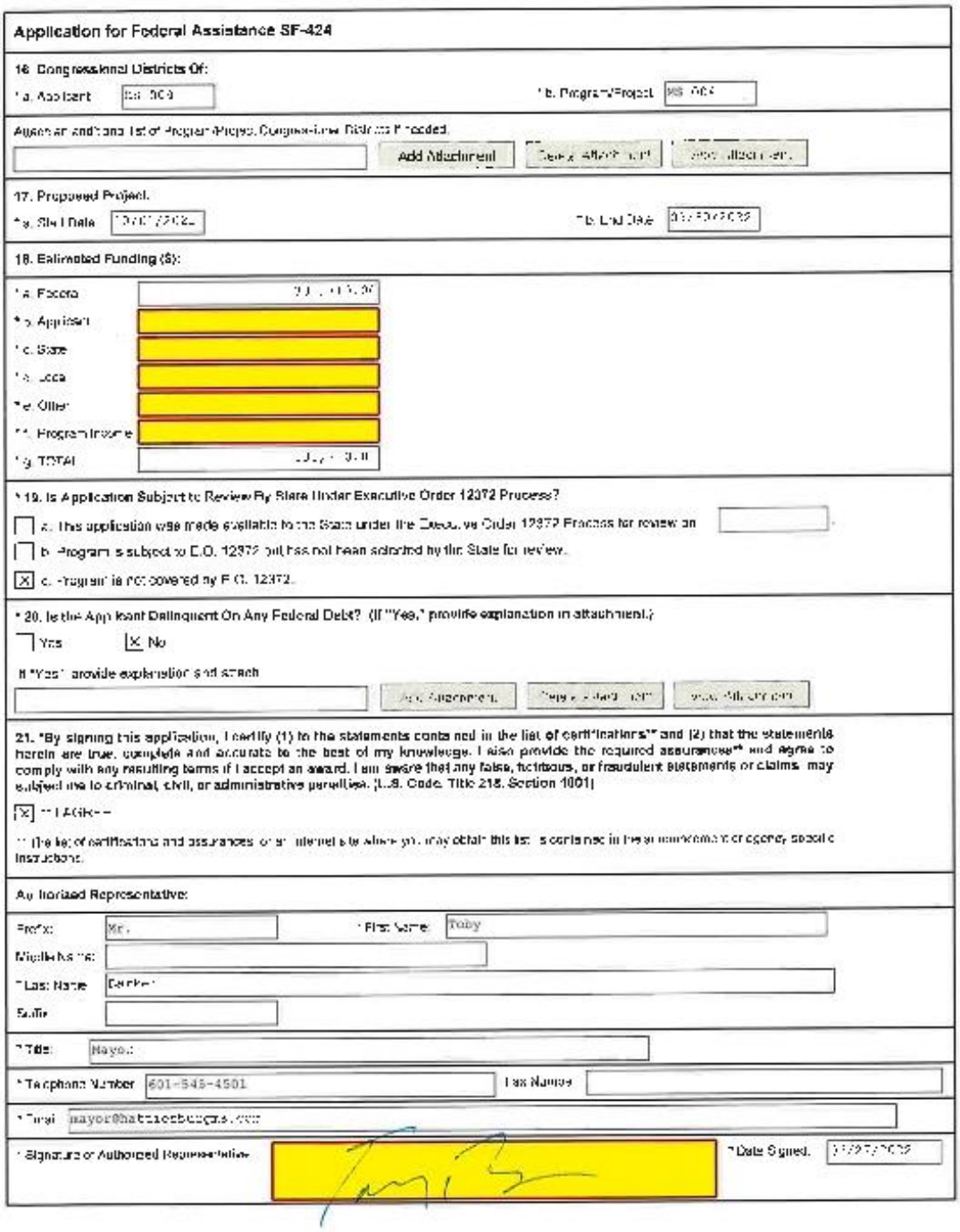
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Program Administration, Down Payment, CHDO Set-Aside

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant [illegible] * b. Program/Project [illegible]

Add Attachment [illegible]

17. Proposed Project:

* a. Start Date [illegible] * b. End Date [illegible]

18. Estimated Funding ($):

* a. Federal [illegible]
* b. Applicant
* c. State
* d. Local
* e. Other
* f. Program Income
* g. TOTAL [illegible]

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on [illegible].

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes" provide explanation and attach

[illegible]

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Tony

Middle Name:

* Last Name: Parker

Suffix:

* Title: Mayor

* Telephone Number: 601-545-4501 Fax Number:

* Email: mayor@hattiesburgms.com

* Signature of Authorized Representative: [illegible] * Date Signed: [illegible]

OMB Number: 4040-0004
Expiration Date: 08/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: __ Preapplication X Application __ Changed/Corrected Application	* 2. Type of Application: [X] New __ Continuation __ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 08/09/2021	4. Applicant Identifier	
5a. Federal Entity Identifier	5b. Federal Award Identifier	
State Use Only:		
6. Date Received by State:	7. State Application Identifier	

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Hattiesburg
* b. Employer/Taxpayer Identification Number (EIN/TIN): 64 6000422	* c. UEI: [redacted]

d. Address:

* Street1:	P.O. Box 1898
Street2:	
* City:	Hattiesburg
County/Parish:	
* State:	MS: Mississippi
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	39403-1898

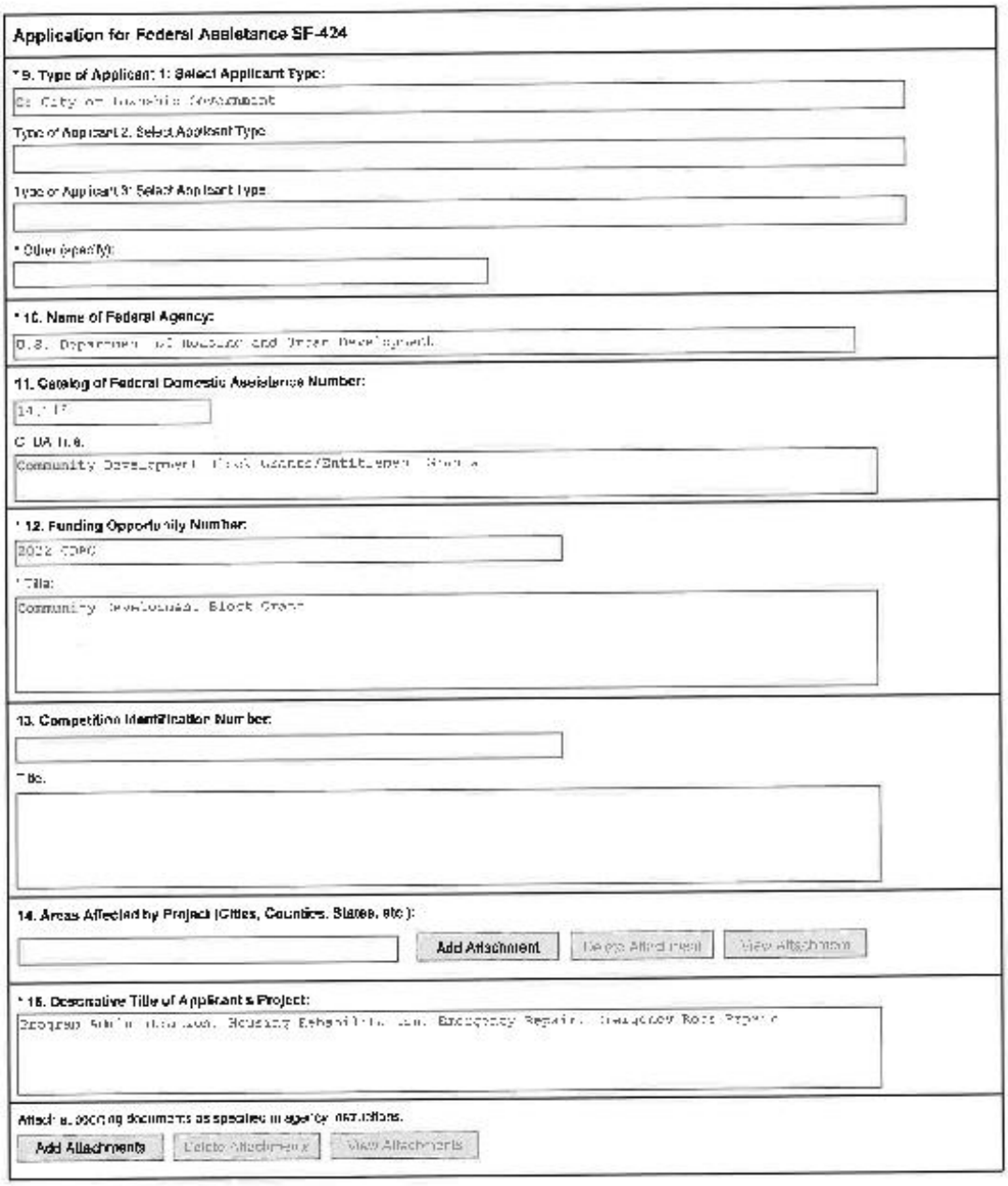
e. Organizational Unit:

Department Name:	Urban Development
Division Name:	Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: Debra
Middle Name:	
* Last Name:	Wingo
Suffix:	
Title:	Community Development Division Manager
Organizational Affiliation:	
* Telephone Number: 60 [redacted]	Fax Number:
* Email:	dwingo@hattiesburgms.com

OMB Control No: 2506-0117 (exp. 09/30/2021)



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

* 12. Funding Opportunity Number:

2022 CDBG

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

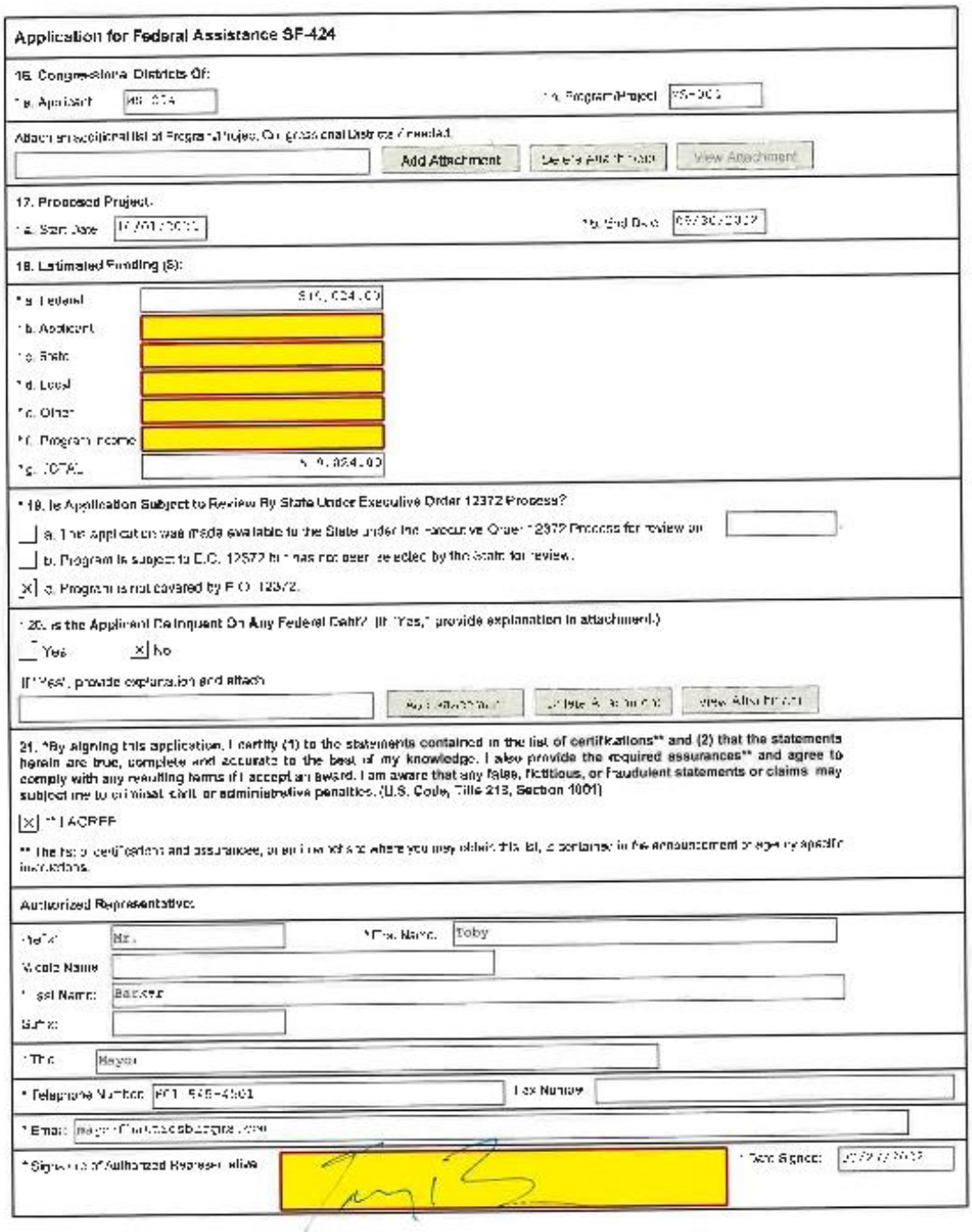
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Program Title: Housing Rehabilitation, Emergency Repair, Emergency Roof Repair

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant [illegible] * b. Program/Project [illegible]

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date [illegible] * b. End Date [illegible]

18. Estimated Funding ($):

* a. Federal	$10,024.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	$ 10,024.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

__ a. This application was made available to the State under the Executive Order 12372 Process for review on [illegible]

__ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

[X] c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

__ Yes [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

[X] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

* Prefix:	Mr.
* First Name:	Toby
Middle Name:	
* Last Name:	Baecker
Suffix:	
* Title:	Mayor
* Telephone Number:	701-838-4301
Fax Number:	
* Email:	mayor@minotsbaecker.com
* Signature of Authorized Representative:	[illegible]
* Date Signed:	[illegible]

OMB Control No: 2506-0117 (exp. 09/30/2021)

Memorandum

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

From: **Dequandra Johnson**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, September 17, 2024**

Re: **Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {CDBG-CV Entitlement}**
File Number: 2024-459
Minute Book #

Summary

Recommendation Statement
I recommend approval of this item. Please place this on the September 17, 2024 City Council meeting for consideration.

Please place this on the September 17, 2024 City Council meeting for consideration.

ALLEN ENGINEERING AND SCIENCE

INVOICE

6360 I-55 North, Suite 330, Jackson, MS 39211 • p. 601-936-4440 • f. 601-936-4463 • accounting@AllenES.com

August 25, 2024
Project No: R24119
Invoice No: 00240919

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Project R24119 Parks & Rec WiFi Due Diligence

Professional Services from July 29, 2024 to August 25, 2024

Phase 01 Phase I ESAs

Fee

Total Fee	11,800.00			
Percent Complete	100.00	Total Earned	11,800.00	
		Previous Fee Billing	9,440.00	
		Current Fee Billing	2,360.00	
		Total Fee		**2,360.00**
			Total this Phase	**$2,360.00**

Phase 02 HUD Part 58 EA Forms

Fee

Total Fee	11,600.00			
Percent Complete	95.00	Total Earned	11,020.00	
		Previous Fee Billing	9,280.00	
		Current Fee Billing	1,740.00	
		Total Fee		**1,740.00**
			Total this Phase	**$1,740.00**
			Total this Invoice	**$4,100.00**

Outstanding Invoices

Number	Date	Balance		
00240710	6/30/2024	9,360.00		
00240791	7/28/2024	9,360.00		
Total		**18,720.00**		
			Total Outstanding	**$22,820.00**

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	4,100.00	18,720.00	22,820.00		
Totals	**4,100.00**	**18,720.00**	**22,820.00**	**0.00**	**22,820.00**

Invoices not paid within 30 days are subject to a late fee of 1.5% per month.

Project	R24119	Parks & Rec WiFi Due Diligence	Invoice	00240919
Project Manager	Oliver Birch			

ALLEN ENGINEERING AND SCIENCE

INVOICE

6360 I-55 North, Suite 330, Jackson, MS 39211 • p. 601-936-4440 • f. 601-936-4463 • accounting@AllenES.com

June 30, 2024
Project No: R24119
Invoice No: 00240710

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Project R24119 Parks & Rec WiFi Due Diligence

Professional Services from May 27, 2024 to June 30, 2024

Phase 01 Phase I ESAs

Fee

Total Fee	11,800.00			
Percent Complete	40.00	Total Earned	4,720.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	4,720.00	
		Total Fee		**4,720.00**
			Total this Phase	**$4,720.00**

Phase 02 HUD Part 58 EA Forms

Fee

Total Fee	11,600.00			
Percent Complete	40.00	Total Earned	4,640.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	4,640.00	
		Total Fee		**4,640.00**
			Total this Phase	**$4,640.00**
			Total this Invoice	**$9,360.00**

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	9,360.00	0.00	9,360.00		
Totals	**9,360.00**	**0.00**	**9,360.00**	**0.00**	**9,360.00**

Project Manager Oliver Birch

Memorandum

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

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

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve plans and specifications for Concrete Paved Ditch Repairs Along Gordon's Creek and authorize advertisement for bids.**
File Number: 2024-460
Minute Book #

Summary
Approve plans and specifications for Concrete Paved Ditch Repairs Along Gordon's Creek and authorize advertisement for bids. The intent of the project is to repair concrete paved panels in the area of Gordon's Creek south of Hardy St between the zoo and the waterpark.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00AM** on **October 31, 2024** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the BOARD on the 16th day of September , 2024 .

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Kermas Eaton, City Clerk

Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on September 26, 2024 and October 3, 2024

PUBLIC UTILITIES

CABLE
XFINITY (COMCAST)
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER COMPANY
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

FIBER
C SPIRE
4200 MAMIE ST, STE.180
HATTIESBURG, MS 39402
(866) 455-9628

GAS
SPIRE INC.
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

CONSTRUCTION PLANS

FOR

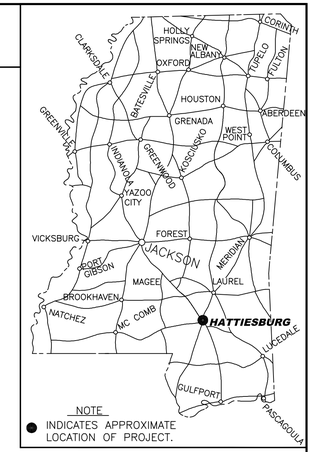
CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK

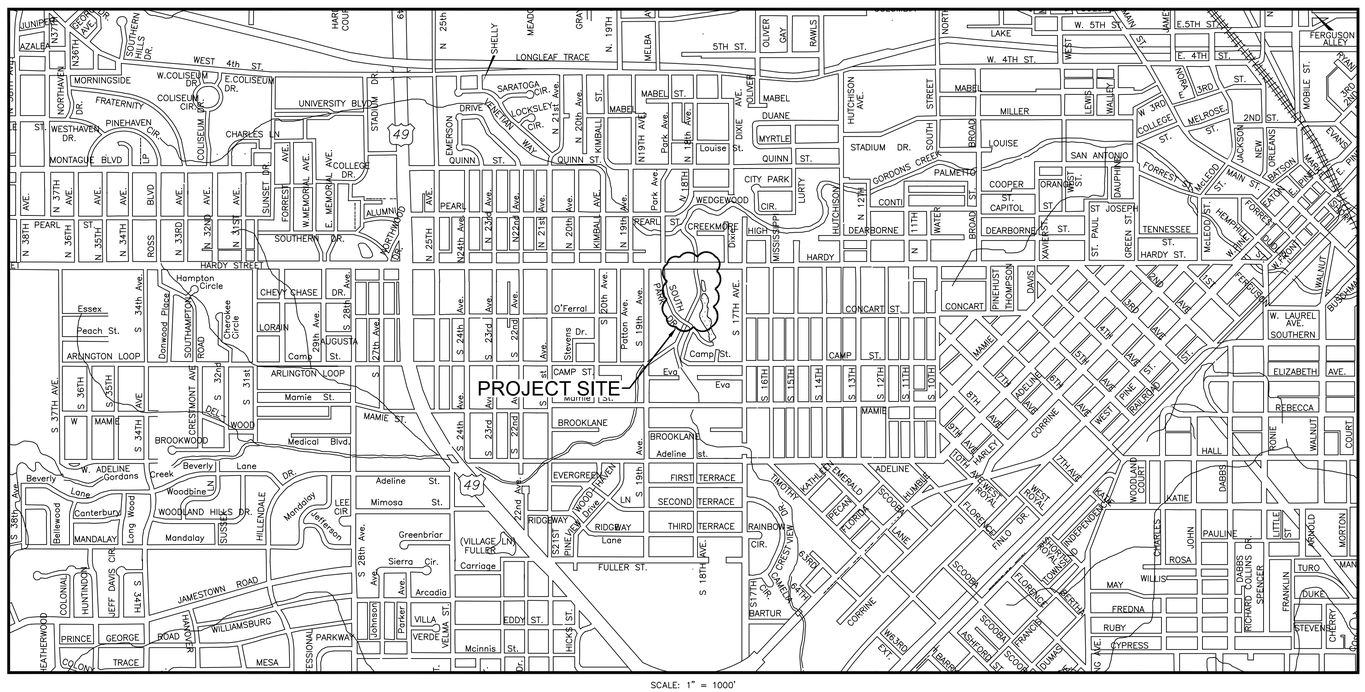
FOR THE

CITY OF HATTIESBURG

FORREST COUNTY, MISSISSIPI

GEODETIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:
LATITUDE: N 31° 19' 27.6"
LONGITUDE: W 89° 18' 59.2"





SHEET INDEX

SHEET NO.	DESCRIPTION
01	COVER SHEET & VICINITY MAP
02	GENERAL NOTES
03	PLAN: GORDON'S CREEK
04	TYPICAL SECTIONS
05	VEGETATION SCHEDULE
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6105	TEMPORARY EROSION SEDIMENT, AND WATER POLLUTION CONTROL MEASURES
6123	DETAILS OF TYPICAL DITCH TREATMENTS
6351	TRAFFIC CONTROL PLAN WITH FLAGGER

LAMAR C. RUTLAND
LICENSED PROFESSIONAL ENGINEER
21271
STATE OF MISSISSIPPI
8/16/24

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

SPECIAL UTILITY NOTES:

1. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED PROJECT. (NO SEPARATE PAY FOR COORDINATION)

MAYOR
Toby Barker

COUNCIL PERSONS
Ward 1 - Jeffery George
Ward 2 - Deborah Delgado
Ward 3 - Carter Carroll
Ward 4 - Dave Ware
Ward 5 - Nicholas Brown

DIRECTOR OF ENGINEERING
MaryBeth Bergin, PE

AUGUST 2024

NO.	DATE	DESCRIPTION	BY

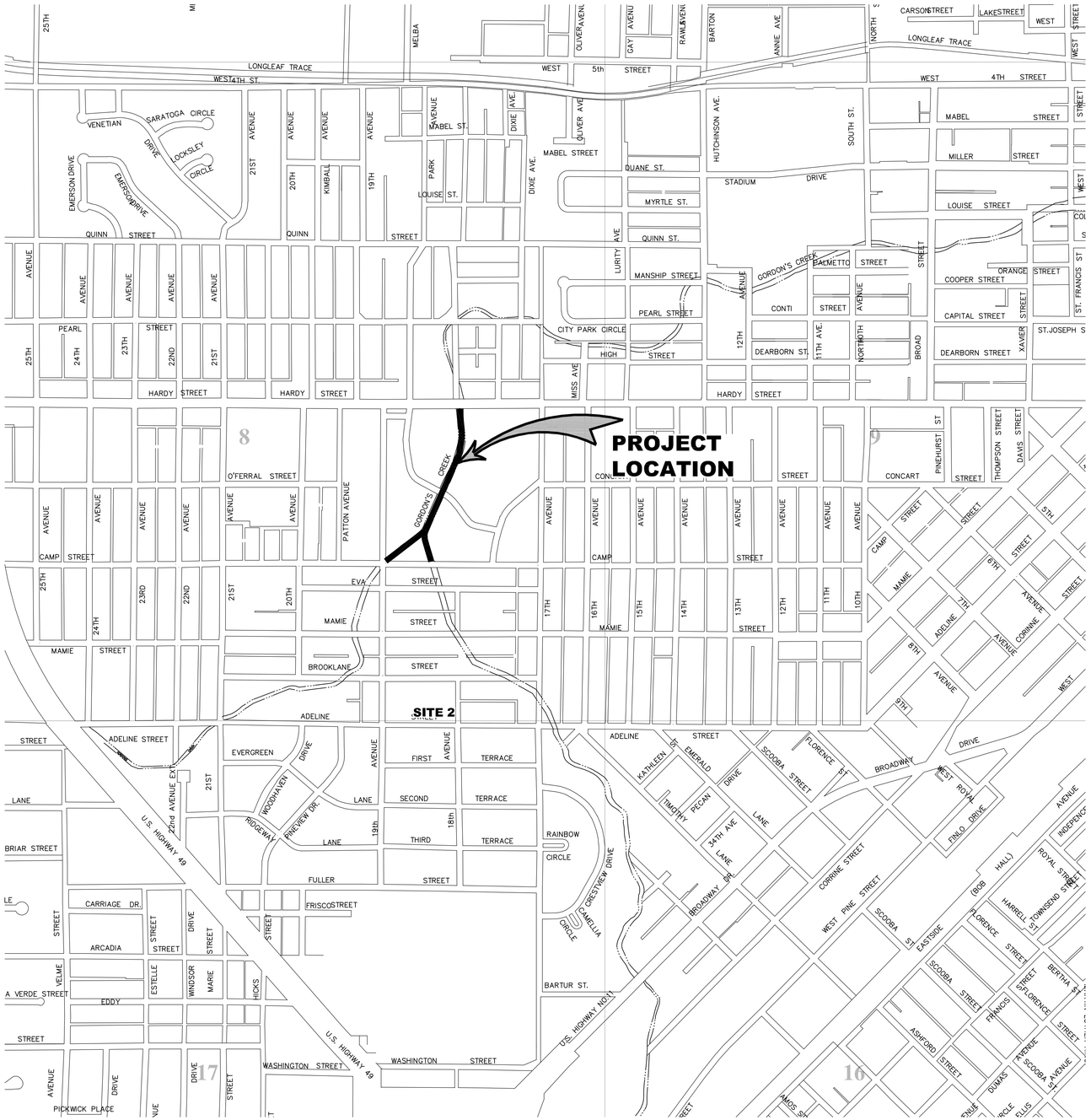
PREPARED BY:

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Working No. 01
Sheet No. 1
Drawing No.: 1235-220

G:\PROJECTS\Hattiesburg_City of\1235-220 - Gordon's Creek Concrete Panel Repairs-4 Design\1235-220 CAD Files\1235220_ccmpnotes.dwg (0), 8/21/2024 9:10:30 AM

VICINITY MAP


PROJECT LOCATION
SITE 2
TOWNSHIP 4 NORTH
RANGE 13 WEST
LONGLEAF TRACE
WEST 4TH ST.
WEST 5th STREET
MABEL STREET
QUANE ST.
MYRTLE ST.
QUINN ST.
MANSHIP STREET
PEARL STREET
CITY PARK CIRCLE
HIGH STREET
HARDY STREET
DEARBORN ST.
DEARBORN STREET
CONTI STREET
CAPITAL STREET
COOPER STREET
ORANGE STREET
LOUISE STREET
MILLER STREET
STADIUM DRIVE
SOUTH ST.
HUTCHINSON AVE.
CARSON STREET
LAKE STREET
CONCART
PINEHURST ST
THOMPSON STREET
DAVIS STREET
O'FERRAL STREET
CAMP STREET
MAMIE STREET
BROOKLANE
ADELINE
ADELINE STREET
EVERGREEN DRIVE
FIRST TERRACE
SECOND TERRACE
THIRD TERRACE
RAINBOW CIRCLE
FULLER STREET
FRISCO STREET
CARRIAGE DR.
ARCADIA STREET
EDDY
BARTUR ST.
WASHINGTON STREET
PICKWICK PLACE
ADELINE STREET
22nd AVENUE EXT
LANE
BRIAR STREET
U.S. HIGHWAY 49
U.S. HIGHWAY NO 11
GORDON'S CREEK
CRESTVIEW DRIVE
CAMELLIA CIRCLE
KATHLEEN DR.
EMERALD DRIVE
TIMOTHY PECAN LANE
34TH AVE LANE
BROADWAY DR.
SCOOBA STREET
FLORENCE ST
BROADWAY DRIVE
WEST ROYAL DRIVE
FINLO DRIVE
CORRINE STREET
WEST PINE STREET
EASTSIDE DRIVE
HARRELL ST
TOWNSEND STREET
ROYAL STREET
(BOB HALL)
FRANCIS
BERTHA ST
ASHFORD STREET
DUMAS
AMOS ST
CORINNE AVENUE
E SCOOBA AVENUE
ADELINE
7TH
8TH
9TH
5TH
6TH
MAMIE
CAMP
LONGLEAF TRACE
WEST 4TH STREET
MABEL STREET
MILLER STREET
LOUISE STREET
COOPER STREET
CAPITAL STREET
DEARBORN STREET
ST. FRANCIS ST
ST. JOSEPH S
CONCART
PINEHURST ST
THOMPSON STREET
DAVIS STREET
MAMIE STREET
CAMP STREET
ADELINE STREET
BROADWAY DRIVE
WEST ROYAL DRIVE
FINLO DRIVE
CORRINE STREET
WEST PINE STREET
SCOOBA ST.
EASTSIDE DRIVE
HARRELL ST
TOWNSEND STREET
ROYAL STREET
(BOB HALL)
FRANCIS
BERTHA ST
ASHFORD STREET
DUMAS
AMOS ST
CORINNE AVENUE
E SCOOBA AVENUE
ADELINE
7TH
8TH
9TH
5TH
6TH
MAMIE
CAMP
LONGLEAF TRACE
WEST 4TH STREET
MABEL STREET
MILLER STREET
LOUISE STREET
COOPER STREET
CAPITAL STREET
DEARBORN STREET
ST. FRANCIS ST
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CONCART
PINEHURST ST
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THIRD TERRACE
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FULLER STREET
FRISCO STREET
CARRIAGE DR.
ARCADIA STREET
EDDY
BARTUR ST.
WASHINGTON STREET
PICKWICK PLACE
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22nd AVENUE EXT
LANE
BRIAR STREET
U.S. HIGHWAY 49
U.S. HIGHWAY NO 11
GORDON'S CREEK
CRESTVIEW DRIVE
CAMELLIA CIRCLE
KATHLEEN DR.
EMERALD DRIVE
TIMOTHY PECAN LANE
34TH AVE LANE
BROADWAY DR.
SCOOBA STREET
FLORENCE ST
BROADWAY DRIVE
WEST ROYAL DRIVE
FINLO DRIVE
CORRINE STREET
WEST PINE STREET

HATTIESBURG ZOO

SERENGETI SPRINGS WATER PARK

REMOVE AND REPLACE 747 SY CONC PAVED DITCH (REQ'D) BASE BID

CONTRACTOR ACCESS POINT

EXISTING FENCE (DO NOT DISTURB)

REMOVE AND REPLACE 44 SY CONC PAVED DITCH (REQ'D) ADDITIVE ALTERNATE 1

CONC BRIDGE (EXIST) CLEARANCE: 15 FEET

EXISTING PEDESTRIAN BRIDGE (DO NOT DISTURB)

REMOVE AND REPLACE 125 SY CONC PAVED DITCH (REQ'D) ADDITIVE ALTERNATE 1

EXISTING FENCE (DO NOT DISTURB)

HARDY STREET

PARK AVENUE

PARK AVENUE

SOUTH 19TH AVENUE

CAMP STREET

20+00 19+00 ℄ CONST. 18+00 17+00 16+00 15+00 14+00 13+00 12+00 11+00 10+00 9+00 8+00 9+00 ℄ CONST. 8+00 7+00 6+00

24" RCP (EXIST)

15" RCP (EXIST)

36"x36" CONCRETE BOX CULVERT (EXIST)

12" CMP (EXIST)

CONC BRIDGE (EXIST) CLEARANCE: 9 FEET

CONC DITCH (EXIST)

PARKING LOTS (EXIST)

REMOVE AND REPLACE 24 SY CONC PAVED DITCH (REQ'D) ADDITIVE ALTERNATE 1

REMOVE AND REPLACE 124 SY CONC PAVED DITCH (REQ'D) ADDITIVE ALTERNATE 1

TENNIS COURTS (EXIST)

24" RCP (EXIST)

CONC WALK (EXIST)

METAL FOOT BRIDGE (EXIST) CLEARANCE: 10 FEET

METAL FOOT BRIDGE (EXIST) CLEARANCE: 8 FEET

SIGN

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

NO.	DATE	DESCRIPTION	BY

PLAN: GORDON'S CREEK

CONCRETE PAVED DITCH REPAIRS
ALONG GORDON'S CREEK
CITY OF HATTIESBURG, MISSISSIPPI

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Drawn by: LLS	Checked by: LCR
Date: JUNE 7, 2024	Scale: AS SHOWN
Drawing No.: 1235-220	Sheet No. 03

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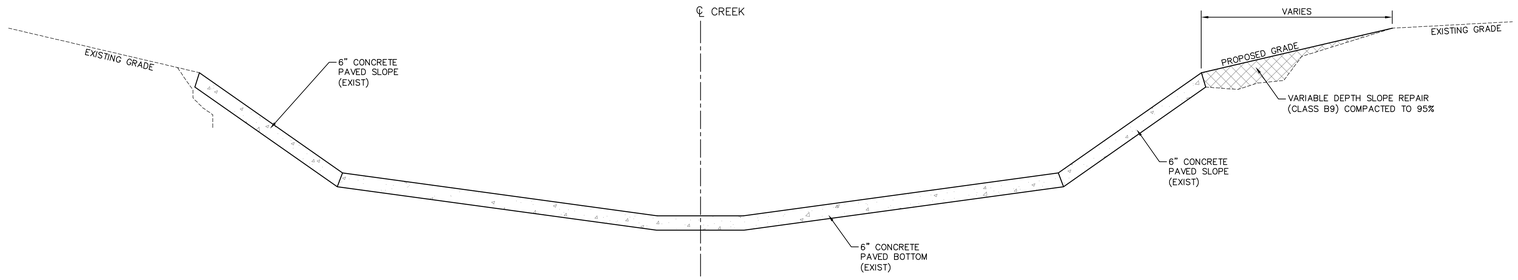
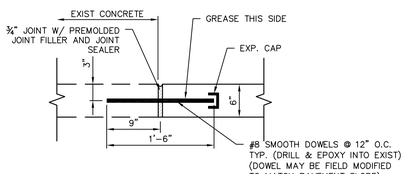


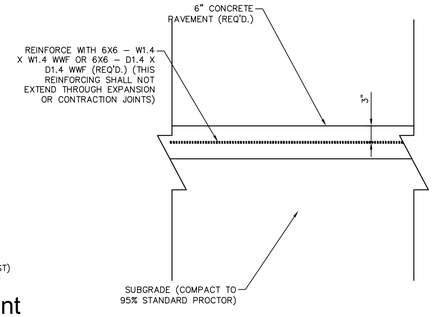
EXISTING GORDON'S CREEK TYPICAL SECTION

SCALE: NONE



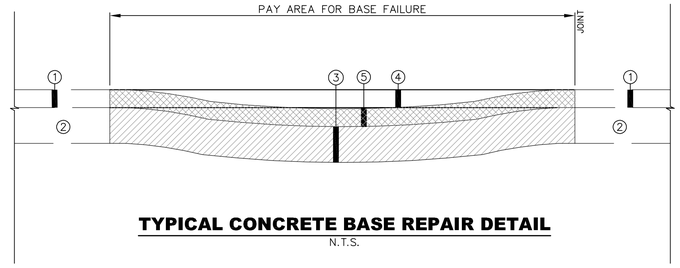
Detail: Expansion Joint @ Exist Pavement

Scale: 1" = 1'



Typical Concrete Paving Detail

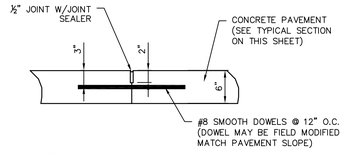
Scale: N.T.S.



TYPICAL CONCRETE BASE REPAIR DETAIL

N.T.S.

1. EXISTING CONCRETE PAVEMENT TO REMAIN IN PLACE
2. EXISTING SUBGRADE TO REMAIN IN PLACE
3. EXISTING SUBGRADE SHALL BE REMOVED AS NECESSARY TO REPAIR SUBGRADE WITH VARIABLE DEPTH FILL MATERIAL (CLASS B9) COMPACTED TO 95% OR AS DIRECTED BY THE ENGINEER
4. 6" (MIN) DEPTH CONCRETE PAVED DITCH WITH 6X6 – W1.4 X W1.4 WWF OR 6X6 – D1.4 X D1.4 WWF
5. EXISTING CONCRETE PAVEMENT SHALL BE REMOVED TO THE NEAREST JOINT

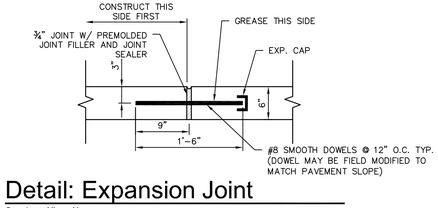


Detail: Contraction Joint

Scale: 1" = 1'

SPACING NOTE:

JOINT SPACING: MATCH EXIST IN ALL DIRECTIONS, UNLESS OTHERWISE NOTED.

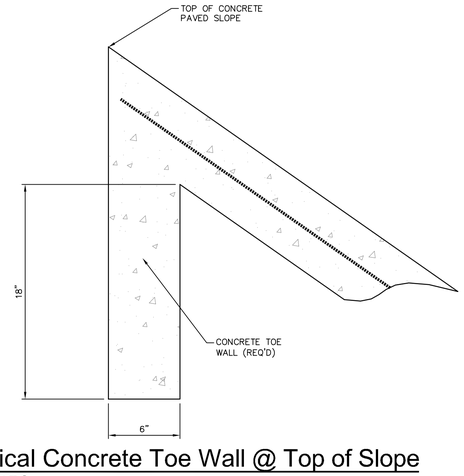


Detail: Expansion Joint

Scale: 1" = 1'

SPACING NOTE:

JOINT SPACING: MATCH EXIST IN ALL DIRECTIONS, UNLESS OTHERWISE NOTED.



Typical Concrete Toe Wall @ Top of Slope

Scale: N.T.S.

NOTE:

SAW CUT JOINTS WILL NOT BE PERMITTED ON THIS PROJECT. ONLY PREFORMED JOINTS SHALL BE USED.

NO.	DATE	DESCRIPTION	BY

DETAILS

CONCRETE PAVED DITCH REPAIRS
ALONG GORDON'S CREEK
CITY OF HATTIESBURG, MISSISSIPPI

sdw Engineering Progress
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Drawn by: LLS	Checked by: LCR
Date: JUNE 7, 2024	Scale: NONE
Drawing No.: 1235–220	Sheet No. 04

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VEGETATION SCHEDULE

		EROSION CONTROL ITEMS	SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
			SPRING & SUMMER		FALL & WINTER		
		ITEMS	RATES	DATES	RATES	DATES	
⑦		TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
		STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
		AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
		COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
①		SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
②		SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
③⑤		SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
③⑤		SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
⑥		VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
		SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
		WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
④		INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
		TEMPORARY EROSION CONTROL ITEMS					
		LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
		COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
		SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
		SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
		SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
		VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.

② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.

③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.

④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.

⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.

⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.

⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET.

NO.	DATE	DESCRIPTION	BY

VEGETATION SCHEDULE

CONCRETE PAVED DITCH REPAIRS
ALONG GORDON'S CREEK
CITY OF HATTIESBURG, MISSISSIPPI

sdw Engineering Progress
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Drawn by: LLS	Checked by: LCR
Date: JUNE 7, 2024	Scale: NONE
Drawing No.: 1235–220	Sheet No. 05

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STATE	PROJECT NO.
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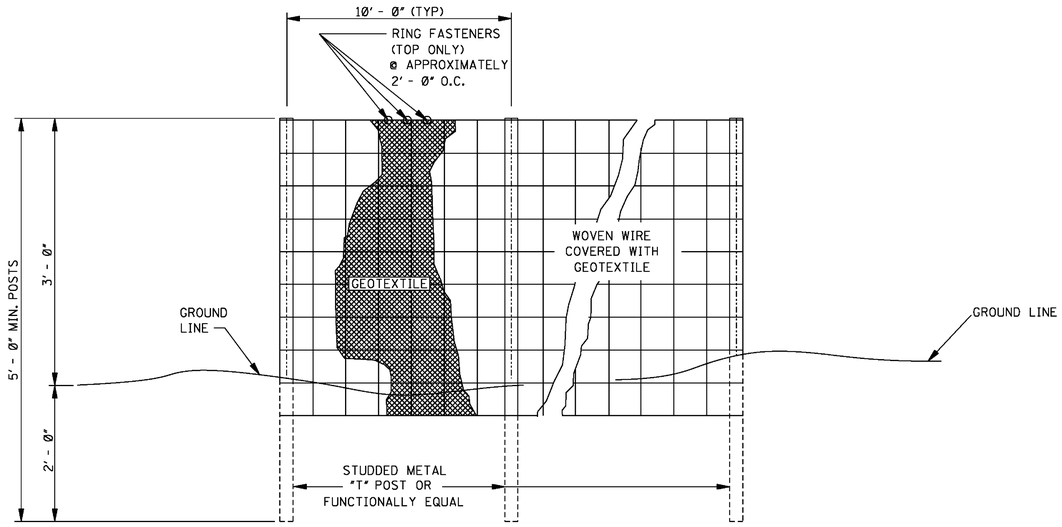
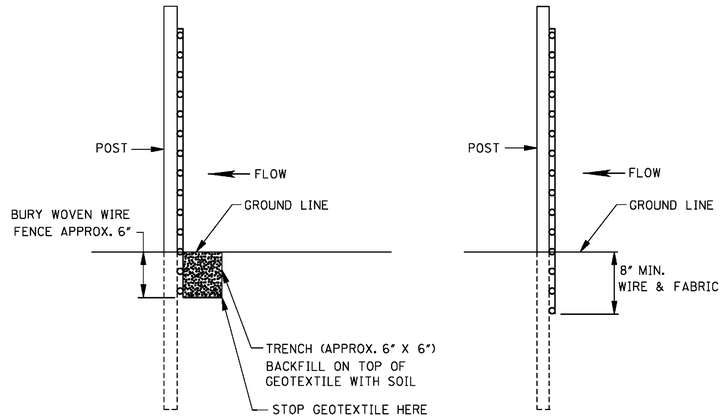


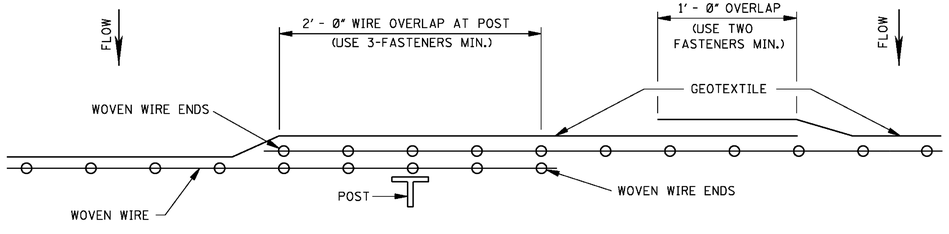
ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW



PLAN VIEW

REQUIRED LAPPING

GENERAL NOTES:

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

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DETAILS OF SILT FENCE INSTALLATION

WORKING NUMBER ECD-3

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER 6103

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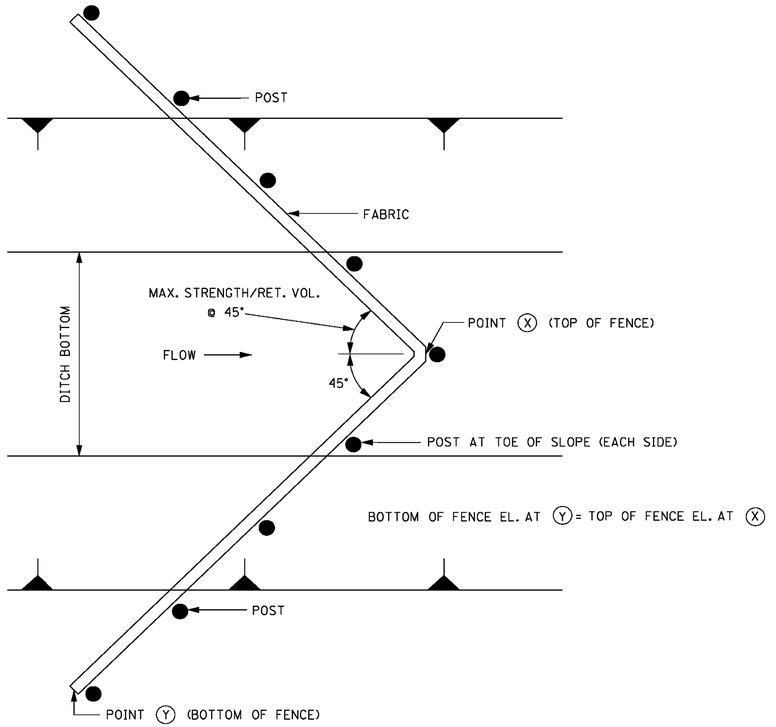
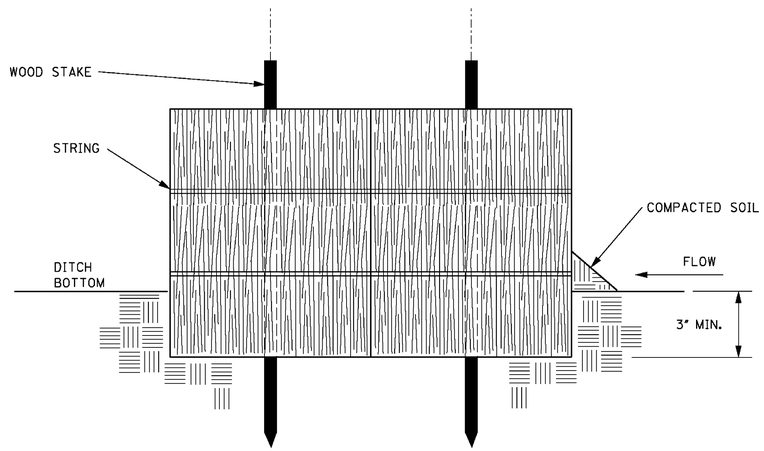


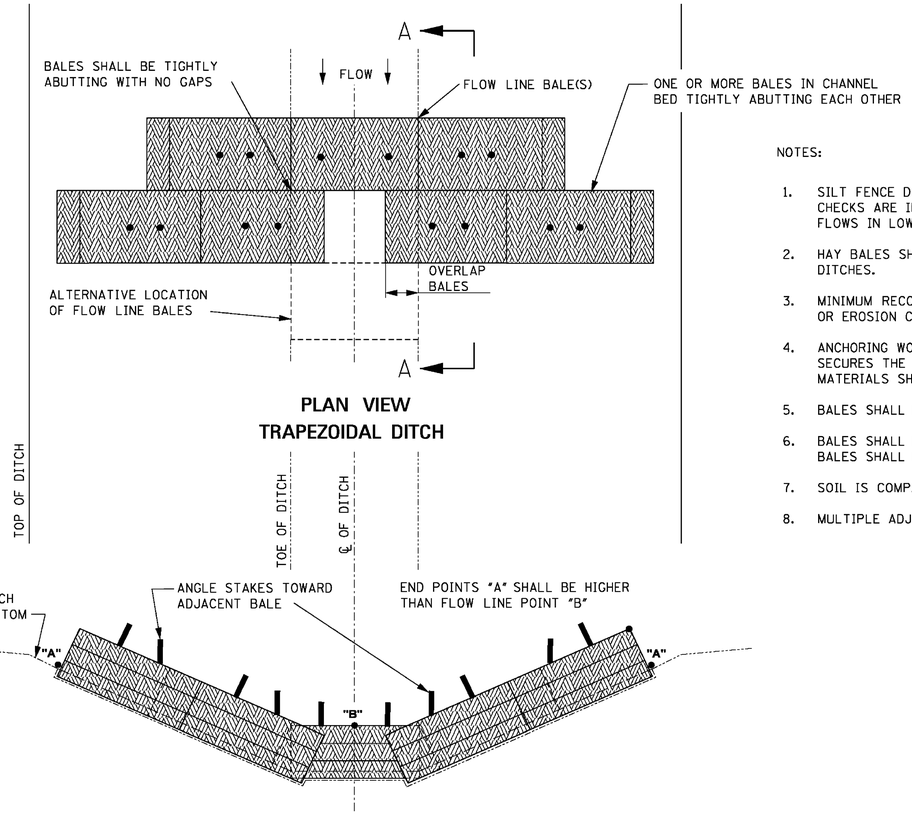
PLAN VIEW

NOTES:

1. ANCHOR AND INSTALL PER DETAILS FOR SILT FENCE SPACING GUIDELINES ON WK. NO. ECD-4.
2. A "W" SHAPE MAY BE USED FOR WIDER DITCHES.



SECTION A–A



PLAN VIEW
TRAPEZOIDAL DITCH

PROFILE VIEW
TRAPEZOIDAL DITCH

NOTES:

1. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
2. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
3. MINIMUM RECOMMENDED CHECK SPACING IS 100 FEET UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
4. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. A MINIMUM OF TWO STAKES PER BALE IS REQUIRED. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
5. BALES SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 3 INCHES.
6. BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
7. SOIL IS COMPACTED ALONG THE BASE OF THE UPSTREAM FACE TO PREVENT PIPING.
8. MULTIPLE ADJACENT ROWS OF BALES ARE REQUIRED AS SHOWN.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION CONTROL MEASURES

(SILT FENCE AND HAY BALE DITCH CHECKS)

WORKING NUMBER ECD-5

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER 6105

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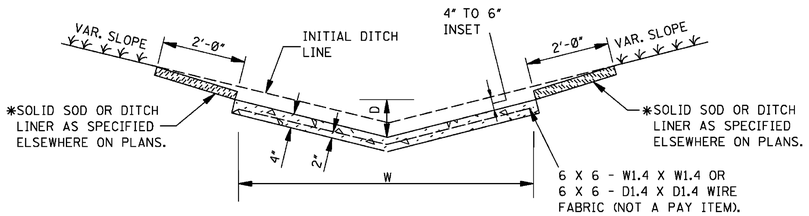
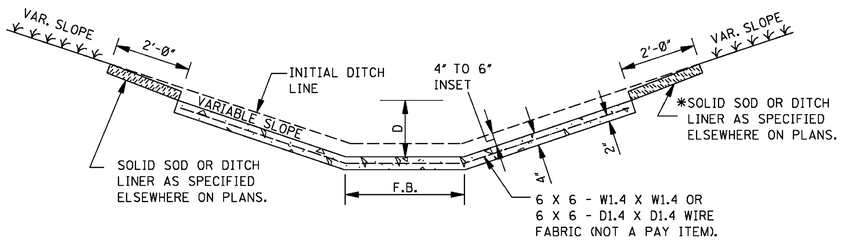
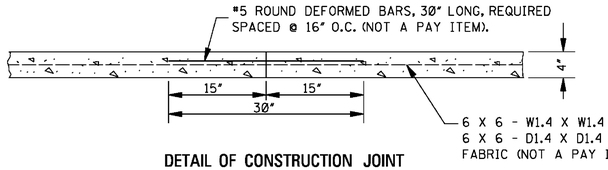


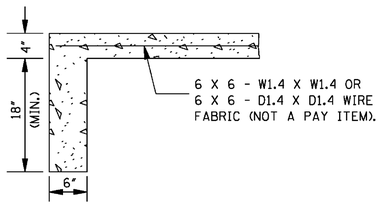
"V" TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



DETAIL OF TOE WALL

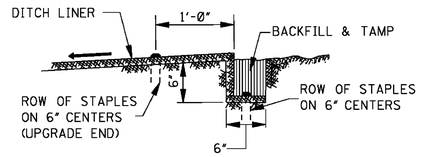
NOTE: TOE WALL REQUIRED UPSTREAM AND DOWNSTREAM.

CONCRETE PAVED DITCH

NOTES:

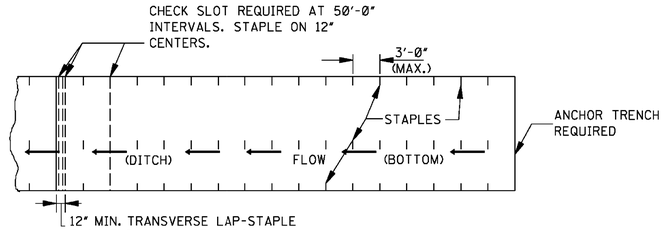
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
2. DIMENSIONS D & W ARE AS FOLLOWS:
   D(MINIMUM) = 6"
   D(NOMINAL) = 9"
   W(MINIMUM) = 24"
3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.

*4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.

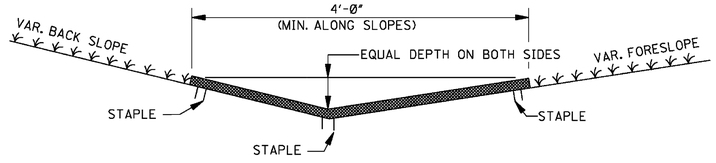


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



PLAN

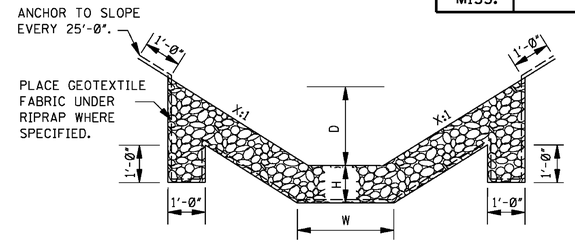


SECTION

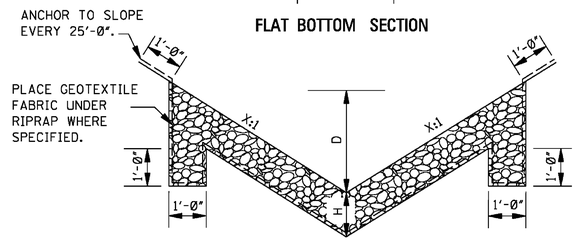
DITCH LINER TREATMENT

(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



FLAT BOTTOM SECTION



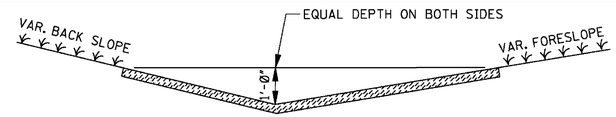
"V" TYPE SECTION

RIPRAP TREATMENT

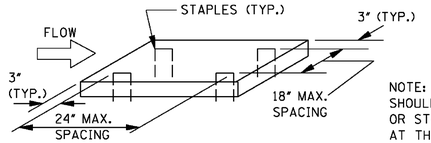
NOTES:

1. DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
2. THE RIPRAP SIZE AND MINIMUM DEPTH "H" FOR RIPRAP TREATMENT ARE AS FOLLOWS.

RIPRAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIPRAP SIZE (lbs)
12"	100
18"	300



SOLID SOD TREATMENT



NOTE: SOLID SOD (STRIPS OR BLOCKS) SHOULD BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

DITCH LINER
SOLID SOD
CONCRETE PAVED DITCH
RIPRAP

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DETAILS OF TYPICAL DITCH TREATMENTS

MDOT

WORKING NUMBER
DT-1

SHEET NUMBER
6123

ISSUE DATE: AUGUST 01, 2017

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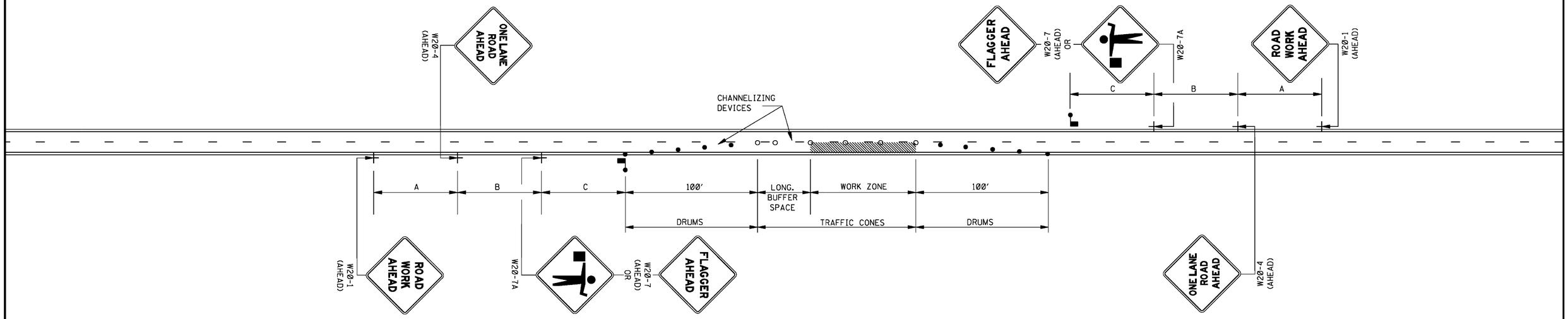
STATE	PROJECT NO.
MISS.	



LEGEND

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

GENERAL NOTES:

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

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

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

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

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

BY
REVISION
DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

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

ISSUE DATE: AUGUST 01, 2017

WORKING NUMBER
TCP-1

SHEET NUMBER
6351

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Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK

FOR THE

CITY OF HATTIESBURG

AUGUST 2024

PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00AM** on **October 31, 2024** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the BOARD on the 16th day of September , 2024 .

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Kermas Eaton, City Clerk

Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on September 26, 2024 and October 3, 2024

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on October 31 , 2024 , and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of $1,000 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 90 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

_____

Bidding Firm

_____

Authorized by:

_____

_____

ADDRESS

PROPOSAL

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK

BASE BID

Item	Description	Unit	Quantity	Unit Price	Extension
1	REMOVAL OF CONCRETE PAVED DITCH	SY	695		
2	BORROW EXCAVATION, B9, LVM, AH	CY	10		
3	SOLID SODDING, CENTIPEDE	SY	270		
4	CONCRETE PAVED DITCH	CY	133		
5	TEMPORARY SILT FENCE	LF	243		
6	MAINTENANCE OF TRAFFIC	LS	1		
7	MOBILIZATION	LS	1		
				Total Base Bid:	

ADDITIVE ALTERNATE 1

Item	Description	Unit	Quantity	Unit Price	Extension
1	REMOVAL OF CONCRETE PAVED DITCH	SY	270		
2	BORROW EXCAVATION, B9, LVM, AH	CY	15		
3	SOLID SODDING, CENTIPEDE	SY	33		
4	CONCRETE PAVED DITCH	CY	46		
5	TEMPORARY SILT FENCE	LF	30		
				Total Additive Alternate 1:	
				BASE BID WITH ADD ALT 1 TOTAL:	

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,_____ _____Principal, and _____ _____as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____

PRINCIPAL

_____

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ___day of_____, 20___ by and between_____hereinafter called the CONTRACTOR, the **City of Hattiesburg** hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **$1,000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided

herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."

4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.

5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

_____ _____

Authorized by: DATE

_____ ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

_____

_____ _____

DATE

_____ ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ _____(hereinafter called the Principal), a corporation, partnership or individual duly authorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg , MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or

subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20 .

(SEAL)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

WITNESSES: _____
ADDRESS

_____

_____

_____
Name of person executing for Surety

_____
TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

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 Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the

ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Owner-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause 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, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the

OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be

shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone

directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the

allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the

system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER

determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection

of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection.

If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws,

ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling

within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the

CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion

date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exits. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.
If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.
b. Hired automobiles and trucks.
c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean

unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may

result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification

Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
   In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
   All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
   Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractors firm is Incorporated.
9. FINAL CLEANING:
   At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction; 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of HATTIESBURG.

Memorandum

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

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve the City's purchase of (4) four grave spaces located in Section 20, Lot 55, West Half (W 1/2) at Highland Cemetery, Minute Book# 2023, Page 17, in the amount of $700.00 from Jean Jones, Authorize manual check for the same.**
File Number: 2024-456
Minute Book #

Summary
Approve the City's purchase of (4) four grave spaces located in Section 20, Lot 55, West Half (W 1/2) at Highland Cemetery, Minute Book# 2023, Page 17, in the amount of $700.00 from Jean Jones. Authorize manual check for the same.

Recommendation Statement
I am recommending approval of the City's purchase of (4) four grave spaces from Jean Jones.

Please place this on the September 17, 2024 City Council meeting for consideration.

MAYOR
Toby Barker

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

Date: 09/06/2024

To whom it may concern:

I, Jean Jones am requesting to sell back ( ) grave space (s)

Located at Highland Cemetery, In Section 20 Lot 55 W 1/2 of the — 1/4, to the

City of Hattiesburg, which was purchased on May 10, 2024 at the price

Of $ 175.00 per grave space. Total amount due this request $ 700.00

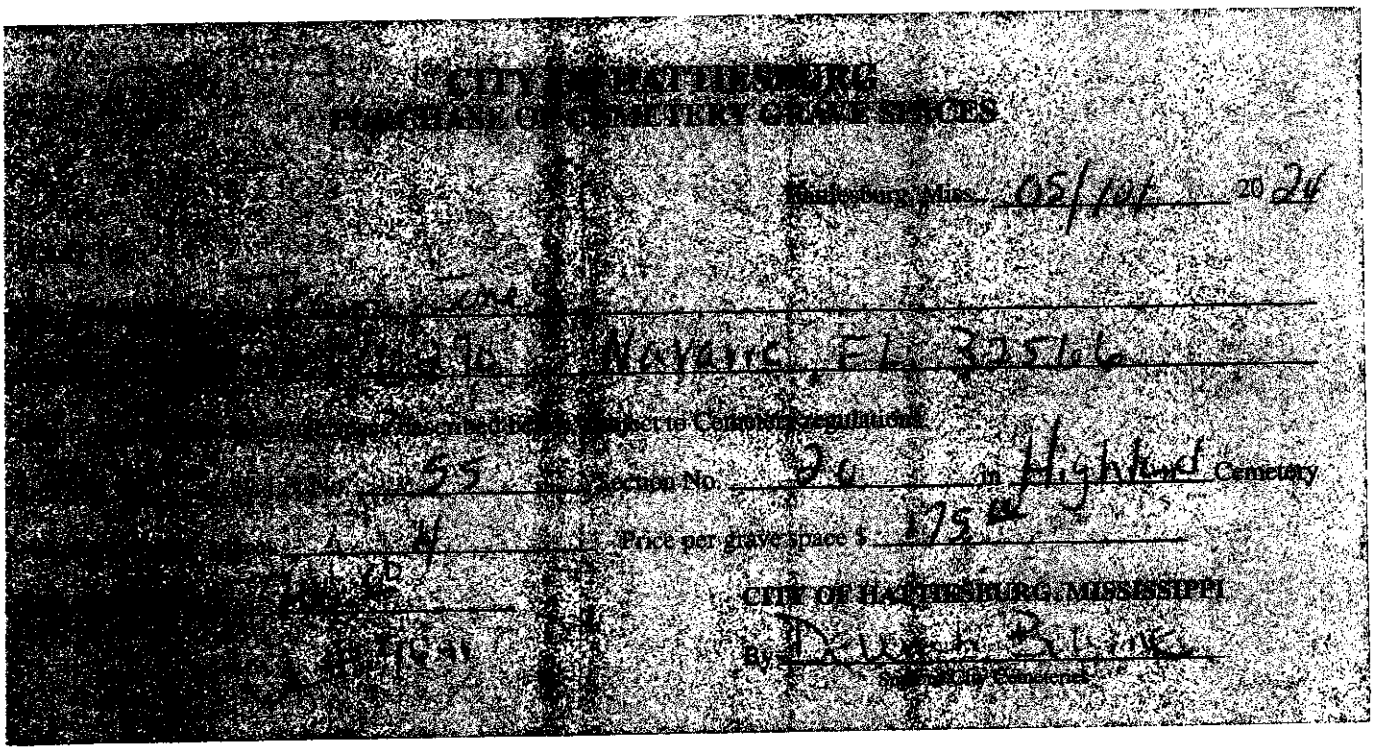
MB# 2023 Page 17.

Approved By:
Deborah Bourne
9/6/2024

Sincerely,
Jean Jones

Mail to:
Do Not Mail Give to Deborah Bourne @ Highland will come Pick-up.

Jean Jones
P.O. Box 6210, Navarre, FL. 32566
Phone#
678-656-8987



CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 05/10/ 2024

Received of Mayuris, FL 32566

Purchaser hereby purchases Cemetery Regulations

55 Section No. 24 in Highland Cemetery

4 Price per grave space $ 175.00

CD

CITY OF HATTIESBURG, MISSISSIPPI

By [illegible]
Superintendent

MB 2023-17
Recd 9/9/2024

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 Jean Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
Lot 55 Section Number: 20

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 4th day of June, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of June 2024.

My Commission Expires:

11-28-2026

RONDA S. KENNEDY
NOTARY PUBLIC
STONE COUNTY, STATE OF MISSISSIPPI

Ronda S. Kennedy
NOTARY PUBLIC

Memorandum

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

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.**
File Number: 2024-455
Minute Book #

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

Recommendation Statement
I am recommending approval of the sale of grave spaces.

Please place this on the September 17, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Darius Moye

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 70, Section 38, Highland Cemetery

Claudell Duckworth, Sr.

(1) Space $ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 72, Section 39, Highland Cemetery

Cindy Norton

(2) Spaces $ 350.00

Southwest Quarter (SW ¼)

Lot 21, Section 39, Highland Cemetery

Betty Dunn

(1) Space $ 150.00

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot 98, Section 1, South Hill Cemetery

Tunya L. Griffin

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 7, Section 35, Highland Cemetery

Willie C. Duckworth

(2) Spaces $ 350.00

Northwest Quarter (NW ¼)

Lot 73, Section 39, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8/28/ 2024

SOLD TO:

Mr.. Mrs. Miss Darius Maye

ADDRESS 22 Getaway lane Apt5 Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SW ¼ Lot No. 70 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175 00

Price Received $ 175 00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Monae

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8/28/ 2024

SOLD TO:

Mr.. Mrs. Miss Chadell Duckworth Sr

ADDRESS 2914 Tillery Dr Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 72 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 Jana Monae

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08/22/ 2024

SOLD TO:

Mr.. Mrs. Miss Cindy Norton

ADDRESS 5620 Old Hwy 11 Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ SW ¼ Lot No. 21 Section No. 39 in Highland Cemetery

Number of grave spaces (2) Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Monae

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08/22/ 2024

SOLD TO:

Mr., Mrs. Miss Betty Dunn

ADDRESS 313 Tatum Road Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NW ¼ Lot No. 98 Section No. 1 in South hill Cemetery

Number of grave spaces (1) Price per grave space $ 150.00

Price Received $ 150.00

CK # 1890

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08/29/ 2024

SOLD TO:

Mr., Mrs. Miss Tunya L. Griffin

ADDRESS 1009 Lynn St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SW ¼ Lot No. 7 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8/29/ 2024

SOLD TO:

Mr., Mrs. Miss Willie C. Duckworth

ADDRESS 140 Ed Wiggins Rd Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NW ¼ Lot No. 73 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CK # 7560

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Betty Dunn , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northwest Quarter (NW¼)

Lot Number: 98 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of September, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2024.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Cindy Norton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 21 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day September, 2024

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2024

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tunya L. Griffin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)
Lot Number 7 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of September, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2024.

My Commission Expires: _____

_____ NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Claudell Duckworth, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)
Lot Number 72 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of September, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2024.

My Commission Expires:

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Darius Moye, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)
Lot Number 70 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of September, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2024.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Willie C. Duckworth, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 73 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day September, 2024

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of September, 2024

My Commission Expires:

_____

_____
NOTARY PUBLIC

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 17, 2024**

Re: **Approve claims docket for the period ending September 13, 2024.**
File Number: 2024-462
Minute Book #

Summary
Approval of claims docket for the periopd ending 9/13/2024.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 17, 2024 City Council meeting for consideration.

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		1,356,505.63
002	PARKS & RECREATION FUND		165,017.37
009	WATER & SEWER OPERATION/MAINT.		136,756.00
011	WATER & SEWER FUND		2,137.01
019	POLICE FORFEITURES FUND		1,224.66
039	AIRPORT IMPROVEMENT FUND		95,805.23
073	MASS TRANSIT FUND		33,111.25
075	WATER&SEWER CONSTRUCTION FUND		54,857.50
077	COMMUNITY CENTERS' FUND		5,013.73
082	COMMUNITY DEVELOP. BLOCK GRANT		90.89
087	INDUSTRIAL PARK DEVELOPMENT		1,400.00
088	PUBLIC SAFETY/REC CONSTRUCTION		41,686.89
095	2019 FIRE STATION CONSTRUCTION		142,866.23
098	WATER METER BONDS		18,442.50
801	CLAIMS FUND	2,054,914.89	
	TOTAL	2,054,914.89	2,054,914.89

** END OF REPORT - Generated by Sherry Jackson **

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000			BALANCE SHEET							
001000	060100			GAS/LUBRICANT-CITY BARN						
003497	MAPLES GAS COMPANY	287395	2404654	2024 12	INV	P	6,861.06	091324	304736	DIESEL BID AWARD FO
003497	MAPLES GAS COMPANY	287657	2404726	2024 12	INV	P	19,005.18	091324	304736	DIESEL BID AWARD FO
003497	MAPLES GAS COMPANY	288655	2404887	2024 12	INV	P	5,271.54	091324	304736	DIESEL/FUEL STATION
							31,137.78			
049752	PIGOTT OIL COMPANY	SI-5866	2404888	2024 12	INV	P	14,666.07	091324	304765	GAS/FUEL STATION
				ACCOUNT TOTAL			45,803.85			
001000	125401			OVERAGE & SHORTAGE-TAX OFFICE						
050946	BEDFORD CARE CNTR.	REFUND FOR OVERPAY	0	2024 12	INV	P	70.00	091324	304657	REFUND FOR OVERPAYM
050947	BROWN BOTTLING GROUP	REFUND FOR OVERPAY	0	2024 12	INV	P	200.00	091324	304663	REFUND FOR OVERPAYM
				ACCOUNT TOTAL			270.00			
				ORG 001000 TOTAL			46,073.85			
001003			CITY COUNCIL							
001003	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287289913717X090524	0	2024 12	INV	P	40.23	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	201.15	091324	304652	MB2016-287/WIRELESS
							241.38			
				ACCOUNT TOTAL			241.38			
001003	6845CL			REG FEE/TUITION-CLERK						
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	120.00	091324	304779	6566-08/31/24 REGIO
				ACCOUNT TOTAL			120.00			
001003	6845DC			REG FEE/TUITION-DEPCLERK						
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	120.00	091324	304779	6566-08/31/24 REGIO
				ACCOUNT TOTAL			120.00			
				ORG 001003 TOTAL			481.38			
001015			CITY COURT							
001015	510000			CLEANING/JANITORIAL SPLY						
003810	OFFICE PRODUCTS PLUS	1066678-2	2404651	2024 12	INV	P	11.39	091324	304757	CLO00031EA TOILET B
				ACCOUNT TOTAL			11.39			
001015	604800			OTHER PROF.-SAMSA GRANT						
002564	COURT PROGRAMS INC	6482212	0	2024 12	INV	P	1,300.00	091324	304692	GR#1H79TI081923-01C
				ACCOUNT TOTAL			1,300.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001015	604900						OTHER PROFESSIONAL SERV.			
002564	COURT PROGRAMS INC	#120	0	2024 12	INV	P	6,400.00	091324	304692	COURT ANKLE MONI MB
050404	PRECIOUS TATE JASPER	0010	2400976	2024 12	INV	P	1,275.00	091324	304772	CLEANING OF MUNICIP
							ACCOUNT TOTAL 7,675.00			
001015	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	351.68	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X090524	0	2024 12	INV	P	40.23	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	50.23	091324	304652	MB2016-287/WIRELESS
							442.14			
							ACCOUNT TOTAL 442.14			
001015	630000						GAS			
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	20.00	091324	304800	SPIRE-VARIOUS DEPT
							ACCOUNT TOTAL 20.00			
							ORG 001015 TOTAL 9,448.53			
001020			MAYOR/ADMIN.							
001020	505000						SUBSCRIPTIONS,MAGS,MAPS			
004017	REGIONS CARDHOLDER S	4524-08/31/24	0	2024 12	INV	P	17.11	091324	304779	4524-08/31/24 REGIO
							ACCOUNT TOTAL 17.11			
001020	511500						FOOD			
002500	COCA COLA BOTTLING C	43196014056	0	2024 12	INV	P	142.50	091324	304687	ADMIN WATER
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	2,450.00	091324	304779	1286/08/31/24 REGIO
							ACCOUNT TOTAL 2,592.50			
001020	570000						MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	47.20	091324	304652	MB2016-287/WIRELESS
							ACCOUNT TOTAL 47.20			
001020	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	56.69	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X090524	0	2024 12	INV	P	99.38	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	119.96	091324	304652	MB2016-287/WIRELESS
							276.03			
							ACCOUNT TOTAL 276.03			
001020	611000						TRAVEL EXPENSE			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004017	REGIONS CARDHOLDER S	4524-08/31/24	0	2024 12	INV	P	848.93	091324	304779	4524-08/31/24 REGIO
				ACCOUNT TOTAL			848.93			
001020 641000				OFFICE EQUIPMENT RENT						
003825	OWENS BUSINESS MACHI	497494	0	2024 11	INV	P	47.74	091324	304759	MNTHLY MAINTENANCE
047549	BARRETT'S GARDEN CEN	18965	2404675	2024 11	INV	P	48.00	091324	304655	RENTAL OF 6 FERNS-
				ACCOUNT TOTAL			95.74			
001020 684500				REGISTRATION FEE/TUITION						
049462	EXTENSION CENTER FOR	KEATON FALL CONF2024	0	2024 12	INV	P	250.00	091324	304706	REGISTRATION FALL C
				ACCOUNT TOTAL			250.00			
				ORG 001020 TOTAL			4,127.51			
001040			MUNICIPAL CLERK							
001040 606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	10.00	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	40.23	091324	304652	MB2016-287/WIRELESS
							50.23			
				ACCOUNT TOTAL			50.23			
001040 615000				ADVERTISING						
003141	HUB CITY SPOKES	104259	0	2024 12	INV	P	70.76	091324	304723	LEGAL NOTICES-REFUS
003141	HUB CITY SPOKES	104382	0	2024 12	INV	P	43.80	091324	304723	LEGAL NOTICES KEMPE
							114.56			
				ACCOUNT TOTAL			114.56			
001040 684000				DUES AND MEMBERSHIPS						
049462	EXTENSION CENTER FOR	10373	0	2024 11	INV	P	300.00	091324	304706	REGISTRATION CERT.M
				ACCOUNT TOTAL			300.00			
				ORG 001040 TOTAL			464.79			
001080			HUMAN RESOURCES							
001080 636500				OFFICE EQUIPMENT R&M						
004050	RICOH CORP	39313009	0	2024 11	INV	P	185.85	091324	304780	HR COPIER/PRINTER L
004050	RICOH CORP	39404768	0	2024 11	INV	P	185.85	091324	304780	HR COPIER PRINTER L
004050	RICOH CORP	39544515	0	2024 11	INV	P	185.85	091324	304780	HR COPIER/PRINTER L
004050	RICOH CORP	39631982	0	2024 11	INV	P	185.85	091324	304780	HR COPIER/PRINTER L
004050	RICOH CORP	5069555733	0	2024 11	INV	P	95.00	091324	304780	HR COPIER/PRINTER U
004050	RICOH CORP	5069717296	0	2024 11	INV	P	41.72	091324	304780	HR COPIER/PRINTER U
004050	RICOH CORP	5069879265	0	2024 11	INV	P	70.72	091324	304780	HR COPIER/PRINTER U

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							950.84			
					ACCOUNT TOTAL		950.84			
					ORG 001080 TOTAL		950.84			
001090				URBAN DEVELOPMT						
001090	500300			PAPER						
004017	REGIONS CARDHOLDER	S 6566-08/31/24	0	2024 12	INV	P	312.10	091324	304779	6566-08/31/24 REGIO
					ACCOUNT TOTAL		312.10			
001090	501100			N.I.P. SUPPLIES						
004017	REGIONS CARDHOLDER	S 5548-08/31/24	0	2024 12	INV	P	3,900.09	091324	304779	5548-08/31/24 REGIO
					ACCOUNT TOTAL		3,900.09			
001090	502000			MINOR OFFICE EQUIP/FURN.						
004017	REGIONS CARDHOLDER	S 6566-08/31/24	0	2024 12	INV	P	2.24	091324	304779	6566-08/31/24 REGIO
					ACCOUNT TOTAL		2.24			
001090	505000			SUBSCRIPTIONS,MAGS,MAPS						
004017	REGIONS CARDHOLDER	S 4341-08/31/24	0	2024 12	INV	P	74.90	091324	304779	4341-08/31/24 REGIO
004017	REGIONS CARDHOLDER	S 6566-08/31/24	0	2024 12	INV	P	5.00	091324	304779	6566-08/31/24 REGIO
							79.90			
					ACCOUNT TOTAL		79.90			
001090	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	212.40	091324	304652	MB2016-287/WIRELESS
					ACCOUNT TOTAL		212.40			
001090	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	59.69	091324	304652	MB2016-287/WIRELESS
					ACCOUNT TOTAL		59.69			
001090	641000			OFFICE EQUIPMENT RENT						
004017	REGIONS CARDHOLDER	S 1286-08/31/24	0	2024 12	INV	P	-171.19	091324	304779	1286/08/31/24 REGIO
004017	REGIONS CARDHOLDER	S 4341-08/31/24	0	2024 12	INV	P	129.95	091324	304779	4341-08/31/24 REGIO
							-41.24			
					ACCOUNT TOTAL		-41.24			
001090	650000			EXHIBITIONS & PROMOTIONS						
004017	REGIONS CARDHOLDER	S 4341-08/31/24	0	2024 12	INV	P	1,122.42	091324	304779	4341-08/31/24 REGIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		1,122.42			
001090	684000				DUES AND MEMBERSHIPS					
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	195.00	091324	304779	6566-08/31/24 REGIO
					ACCOUNT TOTAL		195.00			
001090	684500				REGISTRATION FEE/TUITION					
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	550.00	091324	304779	6566-08/31/24 REGIO
					ACCOUNT TOTAL		550.00			
					ORG 001090 TOTAL		6,392.60			
001091				INFO TECHNOLOGY						
001091	501000				OTHER EXPENDABLE OFF.SPL					
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	668.99	091324	304779	1286/08/31/24 REGIO
					ACCOUNT TOTAL		668.99			
001091	508000				COMPUTER SUPPLIES					
002383	C D W GOVERNMENT	AA1IX5S	2404545	2024 11	INV	P	421.79	091324	304669	ADOBE SUBSRIPTIONS
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	1,964.25	091324	304779	1286/08/31/24 REGIO
004050	RICOH CORP	1100922934	0	2024 11	INV	P	785.49	091324	304780	INK CARTIDGES - IT
					ACCOUNT TOTAL		3,171.53			
001091	603500				DATA PROCESSING					
002383	C D W GOVERNMENT	AA1IX5S	2404545	2024 11	INV	P	3,654.92	091324	304669	ADOBE SUBSRIPTIONS
003583	METRIX SOLUTIONS	M112660	0	2024 11	INV	P	1,503.84	091324	304741	CYLANCE QUARTERLY R
					ACCOUNT TOTAL		5,158.76			
001091	604900				OTHER PROFESSIONAL SERV.					
002158	AT&T	0591 7.8.24	0	2024 11	INV	P	47.00	091324	304649	INTERACT SUPPORT -
002158	AT&T	0591 8.8.24	0	2024 11	INV	P	47.00	091324	304649	INTERACT SUPPORT -
002158	AT&T	0598 7.8.24	0	2024 11	INV	P	6,790.00	091324	304649	INTERACT SUPPORT -
002158	AT&T	0598 8.8.24	0	2024 11	INV	P	6,790.00	091324	304649	INTERACT SUPPORT -
							13,674.00			
002905	GILLILANDS ELECTRONI	15110	0	2024 11	INV	P	475.00	091324	304714	INTERNET SERVICE -
002905	GILLILANDS ELECTRONI	15111	0	2024 11	INV	P	399.90	091324	304714	FIRE ALARM SERVICE
002905	GILLILANDS ELECTRONI	15349	0	2024 11	INV	P	599.70	091324	304714	ALARM SERVICE PANIC
							1,474.60			
004050	RICOH CORP	1101156855	0	2024 11	INV	P	5.00	091324	304780	LATE CHARGE ON INV

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							15,153.60			
001091 606000				TELEPHONE AND TELEGRAPH						
002160 AT&T MOBILITY		287289913717X090524	0	2024 12	INV	P	132.67	091324	304652	MB2016-287/WIRELESS
002160 AT&T MOBILITY		287290252011X090524	0	2024 12	INV	P	52.21	091324	304652	MB2016-287/WIRELESS
							184.88			
							184.88			
001091 606800				NETWORK						
002384 C SPIRE	(MEGAGATE)	205876-93	0	2024 11	INV	P	649.00	091324	304670	NETWORK/INTERET - M
002384 C SPIRE	(MEGAGATE)	3000667134-36	0	2024 11	INV	P	775.00	091324	304670	NETWORK/INTERET - M
002384 C SPIRE	(MEGAGATE)	683013-82	0	2024 11	INV	P	8,820.31	091324	304670	NETWORK/INTERET - M
							10,244.31			
003912 PILEUM CORPORATION		P112231	0	2024 11	INV	P	4,265.00	091324	304766	BILLABLE TIME - IT
							14,509.31			
001091 636500				OFFICE EQUIPMENT R&M						
003342 KRONOS INCORPORATED		12278487	2304963	2024 11	INV	P	3,782.15	091324	304733	KRONOS RENEWAL - IT
003583 METRIX SOLUTIONS		M109934	0	2024 11	INV	P	2,130.70	091324	304741	OFFICE 365 LICENSES
003583 METRIX SOLUTIONS		M111199	2404093	2024 11	INV	P	2,163.19	091324	304741	DELL SERVERS & SAN
003583 METRIX SOLUTIONS		M111749	0	2024 11	INV	P	2,148.70	091324	304741	OFFICE 365 LICENSES
003583 METRIX SOLUTIONS		M112691	2404094	2024 11	INV	P	3,240.60	091324	304741	VEEAM RENEWAL - IT
							9,683.19			
004050 RICOH CORP		1101361832	0	2024 11	INV	P	1,575.00	091324	304780	FUSIONPRO RENEWAL -
004050 RICOH CORP		5069868368	0	2024 11	INV	P	95.70	091324	304780	CHARGES FOR PRODUCT
							1,670.70			
							15,136.04			
				ORG 001091		TOTAL	53,983.11			
001092			GEN.GOVT.BLDG							
001092 510000				CLEANING/JANITORIAL SPLY						
004634 WHEELER'S JANITORIAL		1637216	2404823	2024 12	INV	P	715.65	091324	304821	JANITORIAL SUPPLIES
							715.65			
001092 630000				GAS						
004321 SPIRE		G2024-SEP 4	0	2024 12	INV	P	67.16	091324	304800	SPIRE-VARIOUS DEPT
							67.16			
001092 639400				DISINFECT./EXTERMINATION						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003040	HAVARD PEST CONTROL	2334596	0	2024 11	INV	P	90.00	091324	304720	HAVARD PEST CONTROL
				ACCOUNT TOTAL			90.00			
001092	644900			OTHER RENT						
002720	EDWARDS PROPERTY MGM	2024 9/24 & 10/24	0	2024 12	INV	P	1,738.00	091324	304701	RENT-PORTION OF 9/2
002741	ENDOM TRAILERS	R71630	2402736	2024 12	INV	P	150.00	091324	304704	CITY HALL INSURANCE
002741	ENDOM TRAILERS	R72252	2402736	2024 12	INV	P	150.00	091324	304704	CITY HALL INSURANCE
							300.00			
				ACCOUNT TOTAL			2,038.00			
				ORG 001092 TOTAL			2,910.81			
001095			G/G INS.OTH SER							
001095	602500			LEGAL						
002377	BUTLER,SNOW,O'MARA,S	10441423	0	2024 12	INV	P	1,886.00	091324	304667	ARPA ADMINISTRATION
003944	POPE & POPE, PA	2463	0	2024 12	INV	P	2,200.00	091324	304770	COLONY CONSTRUCTION
003944	POPE & POPE, PA	2464	0	2024 12	INV	P	700.00	091324	304770	ETHICS COMPLAINT
003944	POPE & POPE, PA	2465	0	2024 12	INV	P	1,795.60	091324	304770	GENERAL OUT OF POCK
003944	POPE & POPE, PA	2466	0	2024 12	INV	P	1,400.00	091324	304770	RECREATION PROJECT
003944	POPE & POPE, PA	2467	0	2024 12	INV	P	500.00	091324	304770	FUBER
003944	POPE & POPE, PA	2468	0	2024 12	INV	P	6,778.00	091324	304770	ZO'S CORNA
							13,373.60			
049330	PHELPS DUNBAR LLP	1373920	0	2024 11	INV	P	277.50	091324	304764	GENERAL COUNSEL ON
				ACCOUNT TOTAL			15,537.10			
001095	602700			MEDICAL						
002856	FORREST GENERAL HOSP	EAP331-073124	0	2024 11	INV	P	1,785.00	091324	304711	EAP INVOICE 7.2024
				ACCOUNT TOTAL			1,785.00			
001095	602701			MEDICAL ANALYSIS-EMP CLINIC						
002037	AB SUPPORT SERVICES	3B2022	2400345	2024 11	INV	P	466.00	091324	304639	TWO-QUOTE JANITORIA
002523	COMCAST CABLEVISION	AUG 30 - SEP 29	0	2024 12	INV	P	206.10	091324	304689	COMCAST-CITY OF EMP
003576	MEDICAL ANALYSIS-GHV	11212	0	2024 12	INV	P	29,606.97	091324	304740	8/24 EMPLOYEE CLINI
				ACCOUNT TOTAL			30,279.07			
001095	604900			OTHER PROFESSIONAL SERV.						
003256	JOHNSON CONTROLS, IN	00074074662	2404475	2024 12	INV	P	12,940.25	091324	304729	M & V SERVICES AND
004477	TURNER, JASON	HPD DEDICATION	0	2024 11	INV	P	650.00	091324	304809	SOUND/SET UP/RENTAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004482	TYLER TECHNOLGIES IN	045-480083	0	2024 12	INV	P	5,600.00	091324	304811	CSS CONFIGURATION S
004482	TYLER TECHNOLGIES IN	045-482601	0	2024 12	INV	P	552.97	091324	304811	CSS CONFIGURATION -
							6,152.97			
004694	ZAC FAIRLEY APPRAISA	1175	0	2024 12	INV	P	1,250.00	091324	304823	APPRAISAL REPORT PP
050282	DEWS L ANDREW	3011ARLINGTON	0	2024 12	INV	P	781.10	091324	304696	REIMBRSEMNT REPAIRS
050662	CAREY R VARNADO	1031	0	2024 12	INV	P	500.00	091324	304671	SEPTEMBER MNTHLY AT
				ACCOUNT TOTAL			22,274.32			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2024-8/28	0	2024 12	INV	P	242.00	091324	304649	AT&T BLUE LIGHTS ON
002159	AT&T LONG DISTANCE S	0280629641	0	2024 12	INV	P	29.71	091324	304651	ONE NET SERVICE 9/2
				ACCOUNT TOTAL			271.71			
001095	607000			POSTAGE						
050092	PITNEY BOWES BANK	3319487888	0	2024 12	INV	P	1,161.24	091324	304768	PITNEY BOWES LEASE
				ACCOUNT TOTAL			1,161.24			
001095	615500			UNALLOCATED ADVERTISING						
004553	VIXON SULLIVAN ART	#CITYOFHATTIESBURG 4	0	2024 12	INV	P	5,000.00	091324	304816	MURAL @ CE ROY BUIL
				ACCOUNT TOTAL			5,000.00			
				ORG 001095 TOTAL			76,308.44			
001100			POLICE/PUB.SFTY							
001100	501000			OTHER EXPENDABLE OFF.SPL						
002060	ADVANCE AUTO PARTS	5604424173067	2404769	2024 12	INV	P	118.83	091324	304641	PARTS FOR UNIT# 204
003825	OWENS BUSINESS MACHI	498805	0	2024 12	INV	P	59.00	091324	304759	TONER FOR ACCOUNTIN
				ACCOUNT TOTAL			177.83			
001100	505000			SUBSCRIPTIONS,MAGS,MAPS						
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	1,500.00	091324	304779	6566-08/31/24 REGIO
				ACCOUNT TOTAL			1,500.00			
001100	525000			GAS AND OIL						
049764	GPM EMPIRE-FLASHMARK	93059 8/24	0	2024 12	INV	P	2,528.39	091324	304715	MINIT MART CHARGES
				ACCOUNT TOTAL			2,528.39			
001100	535000			UNIFORMS, BADGES, ETC.						
004017	REGIONS CARDHOLDER S	5548-08/31/24	0	2024 12	INV	P	470.12	091324	304779	5548-08/31/24 REGIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							470.12			
				ACCOUNT TOTAL						
001100	559000			OTHER OPERATING MATL/SPLY						
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	1,309.37	091324	304779	1286/08/31/24 REGIO
004017	REGIONS CARDHOLDER S	4341-08/31/24	0	2024 12	INV	P	494.28	091324	304779	4341-08/31/24 REGIO
							1,803.65			
				ACCOUNT TOTAL			1,803.65			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604424073019	2404752	2024 12	INV	P	1,631.18	091324	304641	PARTS FOR 19341 AND
002060	ADVANCE AUTO PARTS	5604424173067	2404769	2024 12	INV	P	3,632.47	091324	304641	PARTS FOR UNIT# 204
							5,263.65			
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	3,632.00	091324	304652	MB2016-287/WIRELESS
003915	PINE BELT CDJR, INC	93903	2404751	2024 12	INV	P	1,245.36	091324	304767	PARTS FOR 18321
003915	PINE BELT CDJR, INC	94032	2404792	2024 12	INV	P	397.92	091324	304767	68191349AC-FILTERS
							1,643.28			
				ACCOUNT TOTAL			10,538.93			
001100	604900			OTHER PROFESSIONAL SERV.						
002471	CINTAS CORPORATION #	4202945532	0	2024 11	INV	P	60.98	091324	304679	MAT RENT SC#8200044
002471	CINTAS CORPORATION #	4203684924	0	2024 11	INV	P	60.98	091324	304679	HPD MAT RENT & CLEA
002471	CINTAS CORPORATION #	4204356339	0	2024 12	INV	P	151.96	091324	304678	HPD MAT RENT & CLE
							273.92			
047055	INTERPRETERS & TRANS	206268	0	2024 12	INV	P	125.30	091324	304727	INTERPRETERS AND TR
047187	FOUR SEASONS LAWN	19184	0	2024 12	INV	P	9,144.82	091324	304712	LANDSCAPE AT PUBLIC
				ACCOUNT TOTAL			9,544.04			
001100	604921			NOLA EXPENSE						
003135	HOWARD COMPUTERS INC	5122252024	2403960	2024 12	INV	P	1,080.00	091324	304722	ACCESSORIES FOR NOL
003135	HOWARD COMPUTERS INC	5124562024	2404523	2024 12	INV	P	363.00	091324	304722	NOLA REPLACEMENT PA
							1,443.00			
				ACCOUNT TOTAL			1,443.00			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	82220010593 8/24	0	2024 12	INV	P	413.50	091324	304650	POLICE
002158	AT&T	L2024-08.28	0	2024 12	INV	P	434.00	091324	304649	A PARKER-DEPT OF PU
							847.50			

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	611.51	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	28.48	091324	304652	MB2016-287/WIRELESS
							639.99			
				ACCOUNT TOTAL			1,487.49			
001100	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	2080-08/31/24	0	2024 12	INV	P	448.09	091324	304779	2080-08/31/24 REGIO
004017	REGIONS CARDHOLDER S	5548-08/31/24	0	2024 12	INV	P	1,149.92	091324	304779	5548-08/31/24 REGIO
							1,598.01			
				ACCOUNT TOTAL			1,598.01			
001100	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 8/22/2024C	0	2024 11	INV	P	189.49	091324	304743	MISSISSIPPI POWER-
				ACCOUNT TOTAL			189.49			
001100	635000			BUILDING R&M						
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	193.69	091324	304779	1286/08/31/24 REGIO
004017	REGIONS CARDHOLDER S	4341-08/31/24	0	2024 12	INV	P	3,400.00	091324	304779	4341-08/31/24 REGIO
							3,593.69			
				ACCOUNT TOTAL			3,593.69			
001100	638400			MOTOR VEHICLE EQ. R&M						
047725	HI-FI CRUISIN	130562	0	2024 12	INV	P	45.00	091324	304721	UNIT 22163 INSTALL/
047725	HI-FI CRUISIN	130626	0	2024 12	INV	P	67.50	091324	304721	UNIT 21712 INSTALL
047725	HI-FI CRUISIN	130724	0	2024 12	INV	P	90.00	091324	304721	UNIT 21713 INSTALL/
047725	HI-FI CRUISIN	130987	0	2024 12	INV	P	45.00	091324	304721	UNIT 20852 MISC WIR
							247.50			
				ACCOUNT TOTAL			247.50			
001100	639800			TOW IN CHARGES						
003869	PEANUTS TOWING SERVI	103944	0	2024 12	INV	P	1,190.00	091324	304762	TOWING AND STORAGE
				ACCOUNT TOTAL			1,190.00			
001100	699900			SERVICES NOT SPECIFIED						
004205	SIGNS FIRST	INV-87666	2401944	2024 12	INV	P	6,328.00	091324	304789	TWO QUOTE/PUBLIC SA
004205	SIGNS FIRST	INV-89960	0	2024 12	INV	P	122.30	091324	304789	MATERIALS-INSTALLAT
							6,450.30			
				ACCOUNT TOTAL			6,450.30			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001100 TOTAL			42,762.44			
001131		JOINT P&F TRNG.								
001131 511500				FOOD						
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	57.65	091324	304779	6566-08/31/24 REGIO
				ACCOUNT TOTAL			57.65			
001131 6110FR				MINOR EQUIPMENT-FIRE						
002148	ARNOLD, JOURDAN	ARNOLD/10395	0	2024 12	INV	P	118.00	091324	304648	JOURDAN ARNOLD TRAV
050719	SPENCER TAYLOR	TAYLOR/10396	0	2024 12	INV	P	118.00	091324	304799	TAYLOR TRAVEL TO PE
				ACCOUNT TOTAL			236.00			
001131 615000				ADVERTISING						
004017	REGIONS CARDHOLDER S	4341-08/31/24	0	2024 12	INV	P	480.10	091324	304779	4341-08/31/24 REGIO
004556	W D A M - TV	3615826-1	2403963	2024 12	INV	P	700.00	091324	304817	HPD RECRUITMENT CAM
				ACCOUNT TOTAL			1,180.10			
001131 630000				GAS						
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	148.65	091324	304800	SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL			148.65			
001131 6845FR				REGISTRATION-FIRE						
004331	STATE FIRE ACADEMY	32694	0	2024 12	INV	P	415.00	091324	304803	FIRE SERVICE MANAGE
				ACCOUNT TOTAL			415.00			
				ORG 001131 TOTAL			2,037.40			
001160		FIRE DIVISION								
001160 501000				OTHER EXPENDABLE OFF.SPL						
050056	AMAZON CAPITAL	1XC9-4P7M-NG9L	2404580	2024 12	INV	P	69.80	091324	304643	HFD FIRE PREVENTION
				ACCOUNT TOTAL			69.80			
001160 507000				BOOKS						
050056	AMAZON CAPITAL	1XC9-4P7M-NG9L	2404580	2024 12	INV	P	842.29	091324	304643	HFD FIRE PREVENTION
				ACCOUNT TOTAL			842.29			
001160 510000				CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4190225940	0	2024 12	INV	P	24.69	091324	304678	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4203190184	0	2024 12	INV	P	24.69	091324	304680	HFD MECHANIC SHOP C
							49.38			
				ACCOUNT TOTAL			49.38			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001160	511000				HOUSEHOLD SUPPLIES					
050056	AMAZON CAPITAL	1MY6-K3JN-WF4H	2404580	2024 12	INV	P	74.90	091324	304643	HFD FIRE PREVENTION
				ACCOUNT TOTAL			74.90			
001160	525000				GAS AND OIL					
049764	GPM EMPIRE-FLASHMARK	93059 8/24	0	2024 12	INV	P	1,027.18	091324	304715	MINIT MART CHARGES
				ACCOUNT TOTAL			1,027.18			
001160	535000				UNIFORMS, BADGES, ETC.					
002471	CINTAS CORPORATION #	4190225940	0	2024 12	INV	P	174.50	091324	304678	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4203895591	0	2024 12	INV	P	150.44	091324	304678	HFD MECHANIC SHOP U
							324.94			
050056	AMAZON CAPITAL	1XC9-4P7M-NG9L	2404580	2024 12	INV	P	62.20	091324	304643	HFD FIRE PREVENTION
				ACCOUNT TOTAL			387.14			
001160	545000				HAND TOOLS					
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	232.17	091324	304779	1286/08/31/24 REGIO
				ACCOUNT TOTAL			232.17			
001160	546000				MINOR EQUIPMENT					
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	59.84	091324	304779	1286/08/31/24 REGIO
				ACCOUNT TOTAL			59.84			
001160	546200				MINOR FIRE FIGHTING EQUIP.					
050056	AMAZON CAPITAL	1MY6-K3JN-WF4H	2404580	2024 12	INV	P	303.79	091324	304643	HFD FIRE PREVENTION
				ACCOUNT TOTAL			303.79			
001160	560000				BUILDING MATERIALS & SPLY					
004017	REGIONS CARDHOLDER S	4341-08/31/24	0	2024 12	INV	P	25.64	091324	304779	4341-08/31/24 REGIO
				ACCOUNT TOTAL			25.64			
001160	565000				PAINT AND PAINTING SPLY.					
004176	SHERWIN-WILLIAMS COM	1443-0	2404628	2024 12	INV	P	599.88	091324	304787	HFD HYDRANT PAINT
				ACCOUNT TOTAL			599.88			
001160	570000				MTR VEHICLE REP. PTS/SPL					
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	354.00	091324	304652	MB2016-287/WIRELESS
002700	EAGLE TIRE AND SERVI	INV082060	2403271	2024 12	INV	P	547.33	091324	304699	HFD T1 UNIT #20369
003746	NAPA AUTO PARTS	676888	2404733	2024 12	INV	P	21.72	091324	304753	HFD ENGINE 4 UNIT #

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003746	NAPA AUTO PARTS	677331	2404677	2024 12	INV	P	45.60	091324	304753	HFD MECHANIC SHOP S
							67.32			
004297	SOUTHERN TIRE MART (	2520162796	2404811	2024 12	INV	P	300.00	091324	304796	HFD RESERVE RESCUE
004465	TRUCKPRO LLC	039-0728217	2404872	2024 12	INV	P	219.18	091324	304807	HFD RESERVE ENGINE
048827	CARQUEST	14758-39967	2404587	2024 12	INV	P	579.98	091324	304672	HFD FREON FOR ALL T
049645	DELTA FIRE & SAFETY	INVLA24-0334	2404845	2024 12	INV	P	2,413.38	091324	304695	HFD RESERVE ENGINE
049645	DELTA FIRE & SAFETY	INVLA24-0345	2404844	2024 12	INV	P	877.50	091324	304695	HFD LADDER 6 UNIT #
049645	DELTA FIRE & SAFETY	INVLA24-0353	2404881	2024 12	INV	P	1,697.64	091324	304695	HFD ENGINE 5 UNIT #
049645	DELTA FIRE & SAFETY	INVLA24-0362	2404897	2024 12	INV	P	553.50	091324	304695	HFD ENGINE 2 UNIT #
							5,542.02			
050056	AMAZON CAPITAL	1MY6-K3JN-WF4H	2404580	2024 12	INV	P	142.99	091324	304643	HFD FIRE PREVENTION
050056	AMAZON CAPITAL	1XC9-4P7M-NG9L	2404580	2024 12	INV	P	143.82	091324	304643	HFD FIRE PREVENTION
							286.81			
050941	MATTHEW BAYLEY	1029159	0	2024 12	INV	P	58.82	091324	304738	HFD FUEL REIMBURSEM
				ACCOUNT TOTAL			7,955.46			
001160	575000			COMMUNICATION REPAIR PTS						
050056	AMAZON CAPITAL	1MY6-K3JN-WF4H	2404580	2024 12	INV	P	264.25	091324	304643	HFD FIRE PREVENTION
050056	AMAZON CAPITAL	1XC9-4P7M-NG9L	2404580	2024 12	INV	P	802.98	091324	304643	HFD FIRE PREVENTION
							1,067.23			
				ACCOUNT TOTAL			1,067.23			
001160	599000			OTHER REPAIR/MAINT. SPL.						
002256	BILL'S PLUMBING CO	45334	0	2024 12	INV	P	795.00	091324	304658	HFD STATION 6 GAS L
				ACCOUNT TOTAL			795.00			
001160	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	59.69	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290217384X0090524	0	2024 12	INV	P	1,553.91	091324	304652	MB2016-287/WIRELESS
							1,613.60			
				ACCOUNT TOTAL			1,613.60			
001160	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	51.23	091324	304779	1286/08/31/24 REGIO
				ACCOUNT TOTAL			51.23			

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001160	612000			FREIGHT						
003746	NAPA AUTO PARTS	676888	2404733	2024 12	INV	P	9.99	091324	304753	HFD ENGINE 4 UNIT #
004465	TRUCKPRO LLC	039-0728217	2404872	2024 12	INV	P	1.26	091324	304807	HFD RESERVE ENGINE
				ACCOUNT TOTAL			11.25			
001160	630000			GAS						
004321	SPIRE	G2024-13 AUG	0	2024 12	INV	P	145.41	091324	304800	SPIRE(WILMUT GAS)-F
004321	SPIRE	G2024-27 AUG	0	2024 12	INV	P	115.82	091324	304800	SPIRE(WILMUT GAS)
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	92.83	091324	304800	SPIRE-VARIOUS DEPT
							354.06			
				ACCOUNT TOTAL			354.06			
001160	630500			ELECTRICITY						
003873	PEARL RIVER VALLEY E	2024-08.26	0	2024 12	INV	P	1,311.82	091324	304763	PEARL RIVER VALLEY
004282	SOUTHERN PINE ELECTR	2024-09.04B	0	2024 12	INV	P	1,085.15	091324	304794	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024-8/16	0	2024 12	INV	P	52.45	091324	304794	SOUTHERN PINE ELECT
							1,137.60			
				ACCOUNT TOTAL			2,449.42			
001160	631500			WATER						
002146	ARNOLD LINE WATER AS	T2024-8/20	0	2024 12	INV	P	59.00	091324	304647	ARNOLD LINE
048680	RAWLS SPRINGS UTILIT	T2024-8/15/2024	0	2024 12	INV	P	62.89	091324	304778	RAWLS SPRINGS UTILI
				ACCOUNT TOTAL			121.89			
001160	635000			BUILDING R&M						
004256	SOLAR SUPPLY INC	3482859	2404850	2024 12	INV	P	31.76	091324	304791	HFD STATION 6 AIR C
				ACCOUNT TOTAL			31.76			
001160	641000			OFFICE EQUIPMENT RENT						
004050	RICOH CORP	5070041116	0	2024 12	INV	P	51.34	091324	304780	HFD ADMIN COPIER OV
				ACCOUNT TOTAL			51.34			
001160	642500			CYLINDER RENT						
004273	SOUTHERN GAS & SUPPL	38775798	0	2024 12	INV	P	101.51	091324	304792	HFD MEDICAL OXYGEN
				ACCOUNT TOTAL			101.51			
001160	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4203190209	0	2024 12	INV	P	41.94	091324	304679	HFD ADMIN OFFICE MA
				ACCOUNT TOTAL			41.94			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001160	644900				OTHER RENT					
048592	SUNBELT RENTALS, INC	154912055-0004	0	2024 12	INV	P	2,862.14	091324	304804	HFD STATION 1 AIR C
048592	SUNBELT RENTALS, INC	156026029-003	0	2024 12	INV	P	2,862.14	091324	304804	HFD STATION 1 AIR C
							5,724.28			
					ACCOUNT TOTAL		5,724.28			
					ORG 001160 TOTAL		24,041.98			
001180			LAND DEVEL.ADM.							
001180	570000				MTR VEHICLE REP. PTS/SPL					
002815	FIRESTONE COMPLETE A	279428	2404868	2024 12	INV	P	4,038.07	091324	304708	MULTIPLE REPAIRS -
004576	WALT MASSEY CHEVROLE	439640	2404753	2024 11	INV	P	2,471.32	091324	304818	MULTIPLE REPAIRS -
					ACCOUNT TOTAL		6,509.39			
001180	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	906.09	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	705.64	091324	304652	MB2016-287/WIRELESS
							1,611.73			
					ACCOUNT TOTAL		1,611.73			
001180	611000				TRAVEL EXPENSE					
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	15.00	091324	304779	1286/08/31/24 REGIO
					ACCOUNT TOTAL		15.00			
001180	638400				MOTOR VEHICLE EQ. R&M					
004576	WALT MASSEY CHEVROLE	439106	2404411	2024 11	INV	P	1,028.04	091324	304818	MULTIPLE REPAIRS -
					ACCOUNT TOTAL		1,028.04			
001180	684000				DUES AND MEMBERSHIPS					
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	75.00	091324	304779	6566-08/31/24 REGIO
					ACCOUNT TOTAL		75.00			
001180	684500				REGISTRATION FEE/TUITION					
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	857.66	091324	304779	6566-08/31/24 REGIO
					ACCOUNT TOTAL		857.66			
					ORG 001180 TOTAL		10,096.82			
001191			TRAFFIC MAINT.							
001191	502000				MINOR OFFICE EQUIP/FURN.					
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	159.00	091324	304779	1286/08/31/24 REGIO

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 159.00			
001191	554000						TRAFFIC CONTROL EQ. SPLY.			
003543	MCELHANEY PLUMBING I	305931	2404756	2024 11	INV	P	47.88	091324	304739	SIGNAL MAINTENANCE
							ACCOUNT TOTAL 47.88			
001191	554500						TRAFFIC SIGNS			
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	125.07	091324	304779	1286/08/31/24 REGIO
							ACCOUNT TOTAL 125.07			
001191	555000						STREET MARKING SUPPLIES			
004017	REGIONS CARDHOLDER S	5548-08/31/24	0	2024 12	INV	P	608.31	091324	304779	5548-08/31/24 REGIO
							ACCOUNT TOTAL 608.31			
001191	570000						MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	94.40	091324	304652	MB2016-287/WIRELESS
002294	BOURNE BROTHERS PRIN	93469	2404481	2024 11	INV	P	69.00	091324	304660	UNIT NUMBER FOR TRU
003246	JERRY'S AUTOMOTIVE R	23195	2404731	2024 11	INV	P	282.25	091324	304728	AUTOMOTIVE REPAIR U
003861	PATTERSON AUTO ELECT	82484	2404730	2024 11	INV	P	1,360.19	091324	304761	AUTOMOBILE REPAIR
004466	TRUCKS PLUS AUTO ACC	47752	2404588	2024 11	INV	P	1,455.00	091324	304808	TRUCK ACCESSORIES U
050094	PRO 1 WINDOW TINTING	INV0192	2404598	2024 11	INV	P	50.00	091324	304774	VEHICLE ACCESSORIES
							ACCOUNT TOTAL 3,310.84			
001191	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	170.07	091324	304652	MB2016-287/WIRELESS
							ACCOUNT TOTAL 170.07			
001191	638400						MOTOR VEHICLE EQ. R&M			
050094	PRO 1 WINDOW TINTING	INV0192	2404598	2024 11	INV	P	250.00	091324	304774	VEHICLE ACCESSORIES
							ACCOUNT TOTAL 250.00			
001191	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4203893656	0	2024 12	INV	P	25.00	091324	304680	TRAFFIC UNIFORM S
002471	CINTAS CORPORATION #	4204528566	0	2024 12	INV	P	25.00	091324	304680	TRAFFIC UNIFORM SC/
							50.00			
							ACCOUNT TOTAL 50.00			
001191	643500						MOP-MAT-RAG RENT			

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4203893338	0	2024 12	INV	P	8.56	091324	304680	TRAFFIC MATS SC/8
002471	CINTAS CORPORATION #	4204528186	0	2024 12	INV	P	8.56	091324	304680	TRAFFIC MATS SC/820
							17.12			
				ACCOUNT TOTAL			17.12			
				ORG 001191 TOTAL			4,738.29			
001201			STREET DIV.							
001201	540000			ASPHALT & ASPHALT PROD.						
002442	CENTRAL PIPE SUPPLY	S100385227.001	2404767	2024 12	INV	P	1,950.00	091324	304675	PERMA-PATCH/60LB BA
004586	WARREN PAVING INC	96401	2404710	2024 11	INV	P	180.93	091324	304819	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96438	2404710	2024 11	INV	P	36.06	091324	304819	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96438A	2404441	2024 11	INV	P	139.19	091324	304819	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96507	2404710	2024 11	INV	P	369.44	091324	304819	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96569	2404710	2024 11	INV	P	459.44	091324	304819	ASPHALT FOR PUBLIC
							1,185.06			
				ACCOUNT TOTAL			3,135.06			
001201	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	1,085.60	091324	304652	MB2016-287/WIRELESS
002739	EMPIRE TRUCK SALES	CE006227003:01	2404889	2024 12	INV	P	67.04	091324	304702	FILTERS/UNIT 22000,
004514	UNIVERSITY TIRE & SE	INV241553	2404797	2024 12	INV	P	473.04	091324	304815	TIRES/UNIT 17412 ST
048827	CARQUEST	14758-40498	2404839	2024 12	INV	P	108.14	091324	304672	BRAKE PADS/UNIT #21
048827	CARQUEST	14758-40584	2404858	2024 12	INV	P	172.02	091324	304672	BATTERY/UNIT#21724
							280.16			
				ACCOUNT TOTAL			1,905.84			
001201	575500			AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	106174	2404918	2024 12	INV	P	641.98	091324	304642	CHAIN SAW/CHAIN/WEA
003843	PARISH TRACTOR (HATT	P19885	2404832	2024 12	INV	P	126.18	091324	304760	TRACTORS BLADES/UNI
				ACCOUNT TOTAL			768.16			
001201	612000			FREIGHT						
002836	FLUIDS INC.	16212	2404773	2024 11	INV	P	300.00	091324	304709	MOSQUITO CHEMICALS
				ACCOUNT TOTAL			300.00			
001201	638400			MOTOR VEHICLE EQ. R&M						
004597	WATERS INTERNATIONAL	08S835349	2404728	2024 12	INV	P	2,751.68	091324	304820	REPAIRS/UNIT #16007

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	2,751.68		
001201	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4203893441	0	2024 12	INV	P	25.00	091324	304680	UNIFORM RENTALS/S/C
002471	CINTAS CORPORATION #	4203893465	0	2024 12	INV	P	131.75	091324	304678	UNIFORM RENTALS/S/C
002471	CINTAS CORPORATION #	4203893613	0	2024 12	INV	P	45.18	091324	304679	UNIFORM RENTALS/S/C
002471	CINTAS CORPORATION #	4203893705	0	2024 12	INV	P	168.40	091324	304678	UNIFORM RENTAL SC/8
002471	CINTAS CORPORATION #	4204528257	0	2024 12	INV	P	53.41	091324	304679	UNIFORM RENTALS S/C
002471	CINTAS CORPORATION #	4204528316	0	2024 12	INV	P	25.00	091324	304680	UNIFORM RENTALS/S/C
002471	CINTAS CORPORATION #	4204528521	0	2024 12	INV	P	27.23	091324	304680	UNIFORM RENTALS/S/C
002471	CINTAS CORPORATION #	4204528579	0	2024 12	INV	P	124.04	091324	304679	UNIFORM RENTALS/S/C
							600.01			
							ACCOUNT TOTAL	600.01		
							ORG 001201 TOTAL	9,460.75		
001202			STREET LIGHTS							
001202	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 8/22/2024C	0	2024 11	INV	P	57.48	091324	304743	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2024 9.4.2024A	0	2024 12	INV	P	51.40	091324	304749	MISSISSIPPI POWER-8
003700	MS POWER COMPANY	E2024 9.4.2024B	0	2024 12	INV	P	55.56	091324	304750	MISSISSIPPI POWER-3
003700	MS POWER COMPANY	E2024 AUG 28	0	2024 12	INV	P	209.24	091324	304745	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2024 SEP 03	0	2024 12	INV	P	110.30	091324	304747	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2024 SEP 05	0	2024 12	INV	P	52.65	091324	304751	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2024-26 AUG	0	2024 11	INV	P	95.98	091324	304744	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2024-29 AUG	0	2024 12	INV	P	290.65	091324	304746	MISSISSIPPI POWER-6
							923.26			
003873	PEARL RIVER VALLEY E	2024 08.28.24	0	2024 12	INV	P	54.39	091324	304763	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024 08.30.24	0	2024 12	INV	P	396.00	091324	304763	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024-08.26	0	2024 12	INV	P	649.02	091324	304763	PEARL RIVER VALLEY
							1,099.41			
004282	SOUTHERN PINE ELECTR	2024-09.04B	0	2024 12	INV	P	77.01	091324	304794	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024 09.04.2024	0	2024 12	INV	P	2,001.54	091324	304794	SOUTHERN PINE ELECT
							2,078.55			
							ACCOUNT TOTAL	4,101.22		
							ORG 001202 TOTAL	4,101.22		
001203			ENGR/PUBLIC SER							
001203	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1067467-0	2404732	2024 12	INV	P	217.66	091324	304757	OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1067467-1	2404732	2024 12	INV	P	32.25	091324	304757	OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1067467-2	2404732	2024 12	INV	P	40.28	091324	304757	OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1067467-3	2404732	2024 12	INV	P	43.09	091324	304757	OFFICE SUPPLIES

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							333.28			
				ACCOUNT TOTAL			333.28			
001203	508000			COMPUTER SUPPLIES						
002383	C D W GOVERNMENT	AA1IX5S	2404545	2024 11	INV	P	992.88	091324	304669	ADOBE SUBSRIPTIONS
				ACCOUNT TOTAL			992.88			
001203	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	47.20	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			47.20			
001203	601500			ENGINEERING						
003764	NEEL-SCHAFFER INC	1099064	0	2024 12	INV	P	5,000.00	091324	304754	MB 2021-373 MS4 PRO
004197	SHOWS DEARMAN & WAIT	24355	0	2024 12	INV	P	18,584.88	091324	304788	MB 2012-1/34 RAISED
004197	SHOWS DEARMAN & WAIT	24359	0	2024 12	INV	P	507.50	091324	304788	MB 2012-1/34 SURVEY
							19,092.38			
				ACCOUNT TOTAL			24,092.38			
001203	602000			CONSULTANT SERV/SURVEYS						
004197	SHOWS DEARMAN & WAIT	24355	0	2024 12	INV	P	4,182.62	091324	304788	MB 2012-1/34 RAISED
				ACCOUNT TOTAL			4,182.62			
001203	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	107.92	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X090524	0	2024 12	INV	P	152.17	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	80.46	091324	304652	MB2016-287/WIRELESS
							340.55			
				ACCOUNT TOTAL			340.55			
001203	627000			SURETY AND FORGERY BONDS						
003710	MS STATE/SECRETARY O	Notary App Fee	2404892	2024 12	INV	P	25.00	091324	304752	Notary Application
				ACCOUNT TOTAL			25.00			
001203	630000			GAS						
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	23.58	091324	304800	SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL			23.58			
001203	699900			SERVICES NOT SPECIFIED						
004279	SOUTHERN MS PINE STR	14685	2404820	2024 12	INV	P	506.25	091324	304793	Pine Straw

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		506.25			
				ORG 001203	TOTAL		30,543.74			
001204			SHOP DIVISION							
001204	502000				MINOR OFFICE EQUIP/FURN.					
004017	REGIONS CARDHOLDER S	2080-08/31/24	0	2024 12	INV	P	710.42	091324	304779	2080-08/31/24 REGIO
					ACCOUNT TOTAL		710.42			
001204	513000				CHEMICALS					
048827	CARQUEST	14758-40629	2404877	2024 12	INV	P	73.49	091324	304673	HYDRAUL SEAL
					ACCOUNT TOTAL		73.49			
001204	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4203893537	0	2024 12	INV	P	48.20	091324	304679	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4204528438	0	2024 12	INV	P	279.15	091324	304678	UNIFORM RENTAL/PW S
							327.35			
					ACCOUNT TOTAL		327.35			
				ORG 001204	TOTAL		1,111.26			
001205			G O & F S DIV.							
001205	501000				OTHER EXPENDABLE OFF.SPL					
004017	REGIONS CARDHOLDER S	4341-08/31/24	0	2024 12	INV	P	575.32	091324	304779	4341-08/31/24 REGIO
					ACCOUNT TOTAL		575.32			
				ORG 001205	TOTAL		575.32			
001206			DRAINAGE DIV.							
001206	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	511.91	091324	304652	MB2016-287/WIRELESS
					ACCOUNT TOTAL		511.91			
001206	721501				FACILITIES IMPROVEMENT					
004197	SHOWS DEARMAN & WAIT	24356	0	2024 12	INV	P	18,232.50	091324	304788	MB 2012-1/34 2024 S
					ACCOUNT TOTAL		18,232.50			
001206	729500				OTHER IMPROVEMENTS					
004197	SHOWS DEARMAN & WAIT	24352	0	2024 12	INV	P	2,867.50	091324	304788	MB 2012-1/34 MAIN S
004197	SHOWS DEARMAN & WAIT	24357	0	2024 12	INV	P	502.50	091324	304788	MB 2012-1/34 DRAINA
004197	SHOWS DEARMAN & WAIT	24358	0	2024 12	INV	P	1,227.50	091324	304788	MB 2012-1/34 GORDON
							4,597.50			
004504	UNITED FENCE COMPANY	245236	2403420	2024 12	INV	P	4,532.00	091324	304813	2-QUOTE REPLACE FEN

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		9,129.50			
				ORG 001206	TOTAL		27,873.91			
001207			CONSTRUCTION							
001207	502000				MINOR OFFICE EQUIP/FURN.					
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	414.99	091324	304779	1286/08/31/24 REGIO
					ACCOUNT TOTAL		414.99			
001207	559000				OTHER OPERATING MATL/SPLY					
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	39.99	091324	304779	1286/08/31/24 REGIO
					ACCOUNT TOTAL		39.99			
001207	560000				BUILDING MATERIALS & SPLY					
002714	ECONOMY SUPPLY CO	129438	2404830	2024 12	INV	P	22.33	091324	304700	MATERIAL FOR SIGNS/
003191	INTERFACE SECURITY S	20760439	0	2024 12	INV	P	51.31	091324	304726	SECURITY SYSTEM/09.
					ACCOUNT TOTAL		73.64			
001207	560500				ELECTRICAL SUPPLIES					
002883	GARNER LUMLEY ELECTR	612656	2404885	2024 12	INV	P	141.88	091324	304713	MATERIAL FOR GFI'S
					ACCOUNT TOTAL		141.88			
001207	565000				PAINT AND PAINTING SPLY.					
004017	REGIONS CARDHOLDER S	5548-08/31/24	0	2024 12	INV	P	17.76	091324	304779	5548-08/31/24 REGIO
					ACCOUNT TOTAL		17.76			
001207	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	59.69	091324	304652	MB2016-287/WIRELESS
					ACCOUNT TOTAL		59.69			
001207	639100				DOWNTOWN LIGHTS R&M					
002672	DOLEAC ELECTRIC CO I	62260-18	0	2024 12	INV	P	2,737.58	091324	304698	LIGHTING REPAIRS
002672	DOLEAC ELECTRIC CO I	62260-19	0	2024 12	INV	P	864.23	091324	304698	LIGHTING REPAIRS
002672	DOLEAC ELECTRIC CO I	62260-20	0	2024 12	INV	P	403.65	091324	304698	LIGHTING REPAIRS
002672	DOLEAC ELECTRIC CO I	62260-21	0	2024 12	INV	P	460.58	091324	304698	LIGHTING REPAIRS
002672	DOLEAC ELECTRIC CO I	62260-22	0	2024 12	INV	P	403.65	091324	304698	LIGHTING REPAIRS
							4,869.69			
					ACCOUNT TOTAL		4,869.69			
001207	639900				OTHER REPAIRS AND MAINT.					
002672	DOLEAC ELECTRIC CO I	62260-23	0	2024 12	INV	P	403.65	091324	304698	LIGHTING REPAIRS
002672	DOLEAC ELECTRIC CO I	62260-24	0	2024 12	INV	P	257.61	091324	304698	LIGHTING REPAIRS

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							661.26			
				ACCOUNT TOTAL			661.26			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4203893494	0	2024 12	INV	P	75.25	091324	304679	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4204528339	0	2024 12	INV	P	75.25	091324	304679	UNIFORM RENTAL/CONS
							150.50			
				ACCOUNT TOTAL			150.50			
				ORG 001207 TOTAL			6,429.40			
001220			SANITATION DIV.							
001220	525700			DIESEL FUEL						
049764	GPM EMPIRE-FLASHMARK	93058 8/24	0	2024 12	INV	P	330.59	091324	304716	MINIT MART FUEL PUR
				ACCOUNT TOTAL			330.59			
001220	559000			OTHER OPERATING MATL/SPLY						
002523	COMCAST CABLEVISION	839641030898612-8182	0	2024 12	INV	P	6.28	091324	304689	XFINITY/SANI DEPT/0
				ACCOUNT TOTAL			6.28			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	613.60	091324	304652	MB2016-287/WIRELESS
002739	EMPIRE TRUCK SALES	CE006227003:01	2404889	2024 12	INV	P	1,459.96	091324	304702	FILTERS/UNIT 22000,
004120	SANSOM EQUIPMENT CO	W03707	2404807	2024 12	INV	P	24,176.36	091324	304783	UNIT 20073 TEAR DOW
004139	SCOTTS HYDRAULIC SER	61035	2404909	2024 12	INV	P	4,243.75	091324	304784	REPAIR/UNIT 21943
048827	CARQUEST	14758-40468	2404833	2024 12	INV	P	167.50	091324	304672	BATTERY/UNIT#21722
048827	CARQUEST	14758-40628	2404876	2024 12	INV	P	41.99	091324	304673	BRAKES/UNIT 20596
							209.49			
				ACCOUNT TOTAL			30,703.16			
001220	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	123.38	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	270.67	091324	304652	MB2016-287/WIRELESS
							394.05			
				ACCOUNT TOTAL			394.05			
001220	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4203893719	0	2024 12	INV	P	152.44	091324	304678	UNIFORM RENTAL/SC #

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION # 4204528922		0	2024 12	INV	P	176.33	091324	304678	UNIFORM RENTALS/SC#
							328.77			
				ACCOUNT TOTAL			328.77			
001220	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4203893301		0	2024 12	INV	P	53.98	091324	304679	MAT RENTALS/SC # 82
002471	CINTAS CORPORATION # 4203893621		0	2024 12	INV	P	32.72	091324	304680	MAT RENTALS, /SC #
002471	CINTAS CORPORATION # 4204528223		0	2024 12	INV	P	53.98	091324	304679	MAT RENTALS
002471	CINTAS CORPORATION # 4204528556		0	2024 12	INV	P	32.72	091324	304679	MAT RENTALS, /SC #
							173.40			
				ACCOUNT TOTAL			173.40			
				ORG 001220 TOTAL			31,936.25			
001250			HEALTH DIVISION							
001250	513000			CHEMICALS						
002483	CLARKE	005110515	2404766	2024 12	INV	P	1,000.00	091324	304685	MOSQUITO CHEMICALS
002836	FLUIDS INC.	16212	2404773	2024 11	INV	P	2,337.50	091324	304709	MOSQUITO CHEMICALS
				ACCOUNT TOTAL			3,337.50			
001250	575500			AGRICLTRL REPAIR PTS/SPL						
003843	PARISH TRACTOR (HATT	P19885	2404832	2024 12	INV	P	318.08	091324	304760	TRACTORS BLADES/UNI
				ACCOUNT TOTAL			318.08			
				ORG 001250 TOTAL			3,655.58			
001280			HUMAN/SOC.ASST							
001280	604900			OTHER PROFESSIONAL SERV.						
003331	KINSEY WELDING	5076	0	2024 12	INV	P	885.00	091324	304732	DRAIN INLETS-NEW OR
047034	BUGZ LAWN CARE	26	0	2024 11	INV	P	1,200.00	091324	304665	WEEKLY MAINTENANCE
048966	MARTINEZ DAVID J	145	0	2024 12	INV	P	5,000.00	091324	304737	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	146	0	2024 12	INV	P	1,400.00	091324	304737	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	147	0	2024 12	INV	P	1,000.00	091324	304737	WEEKLY MAINTENANCE-
							7,400.00			
				ACCOUNT TOTAL			9,485.00			
				ORG 001280 TOTAL			9,485.00			
001402			ECONOMIC DEV.							
001402	604900			OTHER PROFESSIONAL SERV.						
003385	LANDRY LEWIS GERMANY CN	24-4073-002	0	2024 12	INV	P	12,330.00	091324	304735	FILE 2024-140 1410

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003764	NEEL-SCHAFFER INC	1099059	0	2024 12	INV	P	1,000.00	091324	304754	MB 2011-4/307 GORDO
003764	NEEL-SCHAFFER INC	1099070	0	2024 12	INV	P	2,614.96	091324	304754	MB 2022-29 16TH AVE
003764	NEEL-SCHAFFER INC	1099074	0	2024 12	INV	P	4,443.61	091324	304754	FILE 2024-125HWY 49
003764	NEEL-SCHAFFER INC	1099086	0	2024 12	INV	P	6,750.00	091324	304754	MB 2011-4/307 DOLEA
							14,808.57			
				ACCOUNT TOTAL			27,138.57			
001402	729524			TIMBERTON PARK-FEMA						
050855	CULPEPPER CONSTRUCTI	TIMBERTONPAYAPP#3	0	2024 12	INV	P	542,764.19	091324	304694	TIMBERTONPAYAPP#3 -
				ACCOUNT TOTAL			542,764.19			
001402	729551			HWY11 VETERANS BLVD LIGHTING						
003764	NEEL-SCHAFFER INC	1099071	0	2024 12	INV	P	3,334.46	091324	304754	MB 2021-500 HWY 11
050300	R & W ELECTRIC CO	HWY 11 LIGHTING #2	0	2024 12	INV	P	284,585.16	091324	304776	MB 2022-439 HIGHWAY
				ACCOUNT TOTAL			287,919.62			
001402	790100			MISCELANEOUS CAP PROJECTS						
049196	JW CHAIN CONTRACTORS	CN 23-4030-006	0	2024 12	INV	P	84,459.11	091324	304730	MB 2022-439 - TATUM
				ACCOUNT TOTAL			84,459.11			
				ORG 001402 TOTAL			942,281.49			
001551			AIRPORT DIV.							
001551	630000			GAS						
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	35.52	091324	304800	SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL			35.52			
				ORG 001551 TOTAL			35.52			
001553			CEMETERY DIV							
001553	502000			MINOR OFFICE EQUIP/FURN.						
003825	OWENS BUSINESS MACHI	497495	0	2024 11	INV	P	29.03	091324	304759	MONTHLY MAINTENANCE
				ACCOUNT TOTAL			29.03			
001553	510000			CLEANING/JANITORIAL SPLY						
050811	IMPERIAL DADE	17389822	2404335	2024 12	INV	P	146.48	091324	304724	CLEANING/JANITORIAL
				ACCOUNT TOTAL			146.48			
001553	544000			HORT./LANDSCAPING SPLY.						
002507	COLEMAN NURSERY	196604	2402545	2024 12	INV	P	600.00	091324	304688	TREE REPLACEMENT AT
002507	COLEMAN NURSERY	74059	2402545	2024 12	INV	P	600.00	091324	304688	TREE REPLACEMENT AT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							1,200.00			
				ACCOUNT TOTAL			1,200.00			
001553	570000			MTR VEHICLE REP. PTS/SPL						
002083	ALLBRITTON CHAIN SAW	106124	2404812	2024 12	INV	P	135.86	091324	304642	MOTOR VEHICLE REPAI
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	259.60	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			395.46			
001553	604900			OTHER PROFESSIONAL SERV.						
003634	MOLLY MAID	00824	0	2024 11	INV	P	415.00	091324	304742	FILE#2023-723 10/03
				ACCOUNT TOTAL			415.00			
001553	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	58.69	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			58.69			
001553	630000			GAS						
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	21.19	091324	304800	SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL			21.19			
001553	638400			MOTOR VEHICLE EQ. R&M						
003034	HATTIESBURG HYDRAULI	106943	2404737	2024 12	INV	P	1,039.29	091324	304719	KNUCKLE BOOM REPAIR
				ACCOUNT TOTAL			1,039.29			
001553	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4202371353	0	2024 11	INV	P	100.76	091324	304679	ST CONT# 8200044758
002471	CINTAS CORPORATION #	4203190275	0	2024 11	INV	P	100.76	091324	304679	ST CONT# 8200044758
002471	CINTAS CORPORATION #	4203896448	0	2024 12	INV	P	266.92	091324	304678	ST CONT#8200044758
002471	CINTAS CORPORATION #	4204532031	0	2024 12	INV	P	276.08	091324	304678	ST CONT#8200044758
							744.52			
				ACCOUNT TOTAL			744.52			
001553	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4203896240	0	2024 12	INV	P	33.37	091324	304679	ST CONT# 8200044758
002471	CINTAS CORPORATION #	4204531732	0	2024 12	INV	P	33.37	091324	304679	ST. CONT# 820004475
							66.74			
				ACCOUNT TOTAL			66.74			
				ORG 001553	TOTAL		4,116.40			

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 001 General Fund					TOTAL:	1,356,424.63			

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002001			PKS/REC FUND REVENUES							
002001	317800			DRAMA,ART,DANCE LESSONS						
050944	TONEY, TARA	REFUND TTONEY	0	2024 12	INV	P	420.00	091324	304806	REFUND
				ACCOUNT TOTAL			420.00			
				ORG 002001 TOTAL			420.00			
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	4341-08/31/24	0	2024 12	INV	P	21.39	091324	304779	4341-08/31/24 REGIO
				ACCOUNT TOTAL			21.39			
002300	510000			CLEANING/JANITORIAL SPLY						
003810	OFFICE PRODUCTS PLUS	1063445-0	2404128	2024 11	INV	P	240.00	091324	304757	CLEANING SUPPLIES
003810	OFFICE PRODUCTS PLUS	1067814-0	2404795	2024 11	INV	P	338.31	091324	304757	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1068680-0	2404891	2024 12	INV	P	156.72	091324	304757	JANITORAL SUPPLIES
							735.03			
				ACCOUNT TOTAL			735.03			
002300	513000			CHEMICALS						
047024	GREENPOINT AG HOLDIN	2077072	2404241	2024 12	INV	P	1,180.00	091324	304717	CHEMICALS FOR TATUM
049595	SITEONE LANDSCAPE	144737864-001	2404477	2024 12	INV	P	2,792.52	091324	304790	CHEMICALS/FERTILIZE
049595	SITEONE LANDSCAPE	144826034-001	2404517	2024 12	INV	P	3,758.00	091324	304790	CHEMICALS FOR ATHLE
049595	SITEONE LANDSCAPE	145120442-001	2404650	2024 12	INV	P	189.76	091324	304790	LANDSCAPE SUPPLIES
							6,740.28			
				ACCOUNT TOTAL			7,920.28			
002300	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND2	0	2024 12	INV	P	10,840.85	091324	304681	FUEL USAGE 8/1-8/31
049764	GPM EMPIRE-FLASHMARK	93059 8/24	0	2024 12	INV	P	344.34	091324	304715	MINIT MART CHARGES
				ACCOUNT TOTAL			11,185.19			
002300	525500			LUBRICANTS						
048827	CARQUEST	14758-39545	2404369	2024 12	INV	P	252.91	091324	304672	LUBRICANTS
048827	CARQUEST	14758-39546	2404375	2024 12	INV	P	48.68	091324	304673	LUBRICANTS
048827	CARQUEST	14758-39547	2404372	2024 12	INV	P	90.58	091324	304672	LUBRICANTS
048827	CARQUEST	14758-39548	2404370	2024 12	INV	P	25.08	091324	304673	LUBRICANTS
							417.25			
				ACCOUNT TOTAL			417.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND2	0	2024 12	INV	P	333.00	091324	304681	FUEL USAGE 8/1-8/31
				ACCOUNT TOTAL			333.00			
002300	541500			SAND,CLAY,GRVL,FILL DIRT						
002359	BURGE EXCAVATING & G	2167	2404593	2024 12	INV	P	4,690.00	091324	304666	MASONRY SAND
004279	SOUTHERN MS PINE STR	14706	2404761	2024 11	INV	P	675.00	091324	304793	PINE STRAW
				ACCOUNT TOTAL			5,365.00			
002300	546000			MINOR EQUIPMENT						
002304	BRACKMAN MOWER WAREH	54748	2404099	2024 12	INV	P	15.38	091324	304661	SHOP SUPPLIES
048827	CARQUEST	14758-37129	2403226	2024 12	INV	P	13.62	091324	304674	PR GROUNDS-LAWN EQU
048827	CARQUEST	14758-37782	2403500	2024 12	INV	P	9.60	091324	304674	SHOP SUPPLIES
048827	CARQUEST	14758-37783	2403509	2024 12	INV	P	32.82	091324	304673	MOWER SHOP SUPPLIES
048827	CARQUEST	14758-38285	2403786	2024 12	INV	P	17.98	091324	304673	TRUCK SUPPLIES
048827	CARQUEST	14758-38892	2404020	2024 12	INV	P	44.99	091324	304673	TRAILER MAINT UNIT#
							119.01			
				ACCOUNT TOTAL			134.39			
002300	559000			OTHER OPERATING MATL/SPLY						
003915	PINE BELT CDJR, INC	543564	2404837	2024 12	INV	P	39.99	091324	304767	TRUCK REPAIRS FOR #
004297	SOUTHERN TIRE MART (	2520153264	2403235	2024 12	INV	P	41.56	091324	304796	PR GROUNDS-TRUCK MA
048827	CARQUEST	14758-38015	2403685	2024 12	INV	P	28.50	091324	304673	AIR TANK REPAIR KIT
048827	CARQUEST	14758-38017	2403687	2024 12	INV	P	38.39	091324	304673	COMPRESSION TESTER
048827	CARQUEST	14758-38282	2403793	2024 12	INV	P	184.77	091324	304672	SHOP SUPPLIES
048827	CARQUEST	14758-38284	2403787	2024 12	INV	P	62.58	091324	304673	SHOP SUPPLIES
							314.24			
				ACCOUNT TOTAL			395.79			
002300	561000			PLUMBING SUPPLIES						
002492	CLEMTS HARDWARE	132493	2404573	2024 12	INV	P	30.55	091324	304686	PLUMBING SUPPLIES
003302	KEELING COMPANY (HAT	S4569181.001	2404474	2024 12	INV	P	1,930.42	091324	304731	IRRIGATION SUPPLIES
003543	MCELHANEY PLUMBING I	305703	2404763	2024 12	INV	P	22.95	091324	304739	DAHMER PARK WATER H
				ACCOUNT TOTAL			1,983.92			
002300	565000			PAINT AND PAINTING SPLY.						
049595	SITEONE LANDSCAPE	144990981-001	2404594	2024 12	INV	P	484.00	091324	304790	PAINT FOR TATUM
				ACCOUNT TOTAL			484.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300	570000			MTR VEHICLE REP. PTS/SPL						
002083	ALLBRITTON CHAIN SAW	18666	2404870	2024 12	INV	P	188.52	091324	304642	SHOP SUPPLIES
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	47.20	091324	304652	MB2016-287/WIRELESS
003843	PARISH TRACTOR (HATT	P20060	2404875	2024 12	INV	P	228.66	091324	304760	TRACTOR PARTS/REPAI
003843	PARISH TRACTOR (HATT	W08467	2404161	2024 12	INV	P	706.75	091324	304760	TRACTOR PARTS/REPAI
							935.41			
003915	PINE BELT CDJR, INC	543564	2404837	2024 12	INV	P	1,600.44	091324	304767	TRUCK REPAIRS FOR #
004297	SOUTHERN TIRE MART (	2520150561	2402775	2024 12	INV	P	69.95	091324	304796	PR GROUNDS- TRUCK M
004297	SOUTHERN TIRE MART (	2520150770	2402812	2024 12	INV	P	362.49	091324	304796	PR GROUNDS-TRUCK MA
004297	SOUTHERN TIRE MART (	2520151448	2402927	2024 12	INV	P	69.95	091324	304796	PR GROUNDS-TRUCK MA
004297	SOUTHERN TIRE MART (	2520158669	2404066	2024 12	INV	P	19.95	091324	304796	TRUCK MAINT UNIT #2
004297	SOUTHERN TIRE MART (	2520159125	2404153	2024 12	INV	P	688.10	091324	304796	TRUCK MAINT UNIT 20
004297	SOUTHERN TIRE MART (	2520159228	2404154	2024 12	INV	P	461.95	091324	304796	TRUCK MAINT UNIT #1
004297	SOUTHERN TIRE MART (	2520159452	2404211	2024 12	INV	P	79.52	091324	304796	TRUCK MAINT UNIT #1
004297	SOUTHERN TIRE MART (	2520159607	2404193	2024 12	INV	P	45.00	091324	304796	TRUCK MAINT UNIT#21
004297	SOUTHERN TIRE MART (	2520159735	2404286	2024 12	INV	P	240.95	091324	304796	MOWER REPAIR UNIT#2
							2,037.86			
048827	CARQUEST	14758-36165	2402774	2024 12	INV	P	170.04	091324	304672	PR GROUNDS SUPPLIES
048827	CARQUEST	14758-37130	2403142	2024 12	INV	P	61.08	091324	304673	PR GROUNDS-TRUCK MA
048827	CARQUEST	14758-37131	2403141	2024 12	INV	P	65.99	091324	304673	PR GROUNDS-TRUCK MA
048827	CARQUEST	14758-37132	2403115	2024 12	INV	P	176.91	091324	304672	PR GROUNDS-TRUCK MA
048827	CARQUEST	14758-37381	2403342	2024 12	INV	P	44.15	091324	304673	PR GROUNDS-TRUCK MA
048827	CARQUEST	14758-37777	2403569	2024 12	INV	P	579.52	091324	304672	SHOP SUPPLIES/BRAKE
048827	CARQUEST	14758-37778	2403535	2024 12	INV	P	75.83	091324	304673	TRUCK MAINT UNIT 21
048827	CARQUEST	14758-37880	2403638	2024 12	INV	P	64.04	091324	304673	TRUCK MAINT UNIT #2
048827	CARQUEST	14758-38016	2403686	2024 12	INV	P	119.09	091324	304672	VEHICLE SUPPLIES
048827	CARQUEST	14758-38256	2403789	2024 12	INV	P	110.99	091324	304672	SHOP SUPPLIES
048827	CARQUEST	14758-38281	2403795	2024 12	INV	P	228.97	091324	304672	TRUCK MAINT UNIT #1
048827	CARQUEST	14758-38283	2403788	2024 12	INV	P	224.86	091324	304672	SHOP SUPPLIES
048827	CARQUEST	14758-38886	2403991	2024 12	INV	P	58.98	091324	304673	SHOP SUPPLIES
048827	CARQUEST	14758-39544	2404368	2024 12	INV	P	179.17	091324	304672	MOTOR VEHICLE PARTS
048827	CARQUEST	14758-39549	2404374	2024 12	INV	P	90.15	091324	304672	MOTOR VEHICLE PARTS
048827	CARQUEST	14758-39799	2404377	2024 12	INV	P	58.30	091324	304673	MOTOR VEHICLE PARTS
048827	CARQUEST	14758-40540	2404849	2024 12	INV	P	167.50	091324	304672	TRUCK MAINT UNIT #1
048827	CARQUEST	14758-40739	2404479	2024 12	INV	P	110.18	091324	304672	SHOP SUPPLIES
048827	CARQUEST	14758-40746	2404034	2024 12	INV	P	40.69	091324	304673	TRUCK MAINT UNIT#22
							2,626.44			
				ACCOUNT TOTAL			7,435.87			
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002304	BRACKMAN MOWER WAREH	59306	2404486	2024 12	INV	P	53.00	091324	304661	MOWER REPAIR UNIT#2

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004297	SOUTHERN TIRE MART (	2520162065	2404785	2024 12	INV	P	110.50	091324	304796	TRUCK MAINT UNIT #2
004297	SOUTHERN TIRE MART (	2520162084	2404787	2024 12	INV	P	145.50	091324	304796	TRUCK MAINT UNIT #1
004297	SOUTHERN TIRE MART (	2520162108	2404786	2024 12	INV	P	177.50	091324	304796	TRUCK MAINT UNIT #2
							433.50			
048827	CARQUEST	14758-40221	2404714	2024 12	INV	P	27.29	091324	304673	SHOP SUPPLIES
				ACCOUNT TOTAL			513.79			
002300	599000			OTHER REPAIR/MAINT. SPL.						
002492	CLEMTS HARDWARE	132486	2404838	2024 12	INV	P	164.96	091324	304686	SHOP SUPPLIES
				ACCOUNT TOTAL			164.96			
002300	604900			OTHER PROFESSIONAL SERV.						
002275	BLUE DOLPHIN POOLS	50470	0	2024 12	INV	P	840.00	091324	304659	MONTHLY SERV AT MEM
003915	PINE BELT CDJR, INC	543564	2404837	2024 12	INV	P	988.97	091324	304767	TRUCK REPAIRS FOR #
004316	SPEEDY PRINTING & SI	33117	2404708	2024 11	INV	P	650.00	091324	304798	MOBILE STREET-NEIGH
				ACCOUNT TOTAL			2,478.97			
002300	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	113.38	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			113.38			
002300	635700			PLUMBING EQUIPMENT R&M						
003302	KEELING COMPANY (HAT	S4569160.001	2404473	2024 12	INV	P	1,990.36	091324	304731	IRRIGATION SUPPLIES
				ACCOUNT TOTAL			1,990.36			
002300	636000			STREETS & STRUCTURES R&M						
003764	NEEL-SCHAFFER INC	1099084	0	2024 12	INV	P	9,857.85	091324	304754	MB 2022-102 TIMBERT
				ACCOUNT TOTAL			9,857.85			
002300	638000			FIXED EQUIPMENT R&M						
003843	PARISH TRACTOR (HATT	P20076	2403556	2024 12	INV	P	1,374.56	091324	304760	TRACTOR REPAIR PART
004297	SOUTHERN TIRE MART (	2520162660	2404715	2024 12	INV	P	613.00	091324	304796	TIRE FOR UNIT #160
				ACCOUNT TOTAL			1,987.56			
002300	638400			MOTOR VEHICLE EQ. R&M						
004297	SOUTHERN TIRE MART (	2520159224	2404282	2024 12	INV	P	347.14	091324	304796	TRUCK MAINT UNIT #1
004297	SOUTHERN TIRE MART (	2520159260	2404413	2024 12	INV	P	221.00	091324	304796	TRUCK MAINT UNIT#21
004297	SOUTHERN TIRE MART (	2520159741	2404283	2024 12	INV	P	110.50	091324	304796	TRUCK MAINT UNIT #1
004297	SOUTHERN TIRE MART (	2520161044	2404465	2024 12	INV	P	40.00	091324	304796	TRUCK MAINT UNIT #2
004297	SOUTHERN TIRE MART (	2520161724	2404582	2024 12	INV	P	35.00	091324	304796	TRUCK MAINT UNIT #1

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							753.64			
048827	CARQUEST	14758-37635	2403522	2024 12	INV	P	256.26	091324	304672	TRUCK MAINT UNIT 18
048827	CARQUEST	14758-40594	2404470	2024 12	INV	P	46.32	091324	304673	TRUCK MAINT UNIT #1
							302.58			
				ACCOUNT TOTAL			1,056.22			
002300	638700			AGRICULTURAL EQ. R&M						
003843	PARISH TRACTOR (HATT	P20073	2404874	2024 12	INV	P	56.25	091324	304760	TRACTOR PARTS/REPAI
003843	PARISH TRACTOR (HATT	P20078	2404617	2024 12	INV	P	559.68	091324	304760	TRACTOR PARTS/REPAI
							615.93			
				ACCOUNT TOTAL			615.93			
002300	639600			SIGN PAINTING						
049595	SITEONE LANDSCAPE	144990981-001	2404594	2024 12	INV	P	2,477.06	091324	304790	PAINT FOR TATUM
				ACCOUNT TOTAL			2,477.06			
002300	644900			OTHER RENT						
002471	CINTAS CORPORATION #	4203526371	0	2024 11	INV	P	38.27	091324	304679	PR GROUNDS MAT RENT
002471	CINTAS CORPORATION #	4203527113	0	2024 11	INV	P	276.46	091324	304678	PR GROUNDS UNIFORM
002471	CINTAS CORPORATION #	4204349544	0	2024 12	INV	P	38.27	091324	304679	PR GROUNDS MATS REN
002471	CINTAS CORPORATION #	4204350068	0	2024 12	INV	P	269.46	091324	304678	PR GROUNDS UNIFORM
							622.46			
047043	PORTABLE TOILETS	109936	2403736	2024 12	INV	P	1,545.00	091324	304771	PORTABLES FOR DAHME
047187	FOUR SEASONS LAWN	19032	0	2024 12	INV	P	530.00	091324	304712	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	19110	0	2024 12	INV	P	500.00	091324	304712	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	19136	0	2024 12	INV	P	650.00	091324	304712	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	19229	0	2024 12	INV	P	325.00	091324	304712	LAWN MAINTENANCE LA
							2,005.00			
				ACCOUNT TOTAL			4,172.46			
002300	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	3B2022	2400345	2024 11	INV	P	466.00	091324	304639	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			466.00			
002300	699900			SERVICES NOT SPECIFIED						
050462	SHADE LANDSCAPE	2057	0	2024 11	INV	P	1,000.00	091324	304785	AUGUST MONTHLY LAND
				ACCOUNT TOTAL			1,000.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300	729549			TATUM PARK/DIXIE YOUTH						
002714	ECONOMY SUPPLY CO	128116	2404515	2024 12	INV	P	207.00	091324	304700	TATUM PARK SUPPLIES
002714	ECONOMY SUPPLY CO	128221	2404536	2024 12	INV	P	429.00	091324	304700	TATUM PARK SOCCER S
							636.00			
004401	TAYLOR RENTAL CENTER	1-353566-03	2404409	2024 11	INV	P	184.80	091324	304805	TATUM SOCCER TILE R
049196	JW CHAIN CONTRACTORS	1221	0	2024 12	INV	P	47,983.75	091324	304730	LABOR/REPAIR ASPHAL
				ACCOUNT TOTAL			48,804.55			
002300	733500			AGRICULTURAL EQUIPMENT						
002222	BEARD EQUIPMENT CO	2010192	2401065	2024 12	INV	P	31,335.00	091324	304656	PR REC MAINT-EQUIP
				ACCOUNT TOTAL			31,335.00			
				ORG 002300 TOTAL			143,445.20			
002315			PKS/REC-REC.ADMIN/COM.REL.							
002315	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	2080-08/31/24	0	2024 12	INV	P	607.30	091324	304779	2080-08/31/24 REGIO
				ACCOUNT TOTAL			607.30			
002315	513000			CHEMICALS						
003302	KEELING COMPANY (HAT	S4575766.001	2404736	2024 12	INV	P	1,104.96	091324	304731	ROUND UP HERBICIDE
004017	REGIONS CARDHOLDER S	2080-08/31/24	0	2024 12	INV	P	1,478.77	091324	304779	2080-08/31/24 REGIO
				ACCOUNT TOTAL			2,583.73			
002315	525000			GAS AND OIL						
049764	GPM EMPIRE-FLASHMARK	93058 8/24	0	2024 12	INV	P	133.58	091324	304716	MINIT MART FUEL PUR
				ACCOUNT TOTAL			133.58			
002315	551000			RECREATIONAL SUPPLIES						
002107	AMERICAN GRAPHICS	19916	2404760	2024 12	INV	P	622.44	091324	304645	FOOTBALL AND CHEER
003937	PLAY IT AGAIN SPORTS	002007	2404712	2024 12	INV	P	209.00	091324	304769	REPLACEMENT ORDER O
003937	PLAY IT AGAIN SPORTS	INV-002008	2404713	2024 12	INV	P	142.00	091324	304769	FOOTBALL UNIFORM AD
							351.00			
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	729.91	091324	304779	1286/08/31/24 REGIO
004017	REGIONS CARDHOLDER S	2080-08/31/24	0	2024 12	INV	P	356.95	091324	304779	2080-08/31/24 REGIO
004017	REGIONS CARDHOLDER S	5548-08/31/24	0	2024 12	INV	P	46.86	091324	304779	5548-08/31/24 REGIO
004017	REGIONS CARDHOLDER S	6566-08/31/24	0	2024 12	INV	P	181.88	091324	304779	6566-08/31/24 REGIO
							1,315.60			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
050939	PREMIER YOUTH	INV09624	0	2024 12	INV	P	775.00	091324	304773	YOUTH FOOTBALL LEAG
				ACCOUNT TOTAL			3,064.04			
002315	560001			BLDG MATERIALS & SPLY GRANTS						
002492	CLEMTS HARDWARE	132484	2404574	2024 12	INV	P	47.43	091324	304686	PARTS AND PLUMBING
				ACCOUNT TOTAL			47.43			
002315	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	495.00	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			495.00			
002315	603400			OFFICIALS						
050939	PREMIER YOUTH	INV090624	0	2024 12	INV	P	2,250.00	091324	304773	YOUTH FOOTBALL LEAG
				ACCOUNT TOTAL			2,250.00			
002315	604900			OTHER PROFESSIONAL SERV.						
002965	GUTHRIE, JONI S	JGUTHRIE826	0	2024 12	INV	P	150.00	091324	304718	LOW IMPACT AEROBICS
003987	PUCKETT RENTS	1059600-0001	2404498	2024 12	INV	P	1,917.60	091324	304775	MONTH RENTAL WATERI
047971	BRETT CUMMINS	BCUMMINS824	0	2024 12	INV	P	125.00	091324	304662	ADULT WATER COLOR C
049972	SAMMY CURTIS GRAHAM	0109	0	2024 12	INV	P	835.00	091324	304782	SERVICE AT SPLASH P
				ACCOUNT TOTAL			3,027.60			
002315	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	113.38	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X090524	0	2024 12	INV	P	8,349.60	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	214.88	091324	304652	MB2016-287/WIRELESS
							8,677.86			
				ACCOUNT TOTAL			8,677.86			
002315	630000			GAS						
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	20.00	091324	304800	SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL			20.00			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 SEP 03	0	2024 12	INV	P	194.09	091324	304747	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2024 SEP 04	0	2024 12	INV	P	51.54	091324	304748	MISSISSIPPI POWER-1
							245.63			
				ACCOUNT TOTAL			245.63			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
		ORG 002315		TOTAL		21,152.17		
FUND 002 PARKS & RECREATION FUND				TOTAL:		165,017.37		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	501000			OTHER EXPENDABLE OFF.SPL						
004327	STANDARD OFFICE SUPP	H31221-00	2404364	2024 11	INV	P	149.28	091324	304801	OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H31221-02	2404364	2024 11	INV	P	22.62	091324	304801	OFFICE SUPPLIES WAT
							171.90			
				ACCOUNT TOTAL			171.90			
009660	502000			MINOR OFFICE EQUIP/FURN.						
004327	STANDARD OFFICE SUPP	H31221-00	2404364	2024 11	INV	P	44.36	091324	304801	OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H31221-01	2404364	2024 11	INV	P	22.18	091324	304801	OFFICE SUPPLIES WAT
							66.54			
				ACCOUNT TOTAL			66.54			
009660	510000			CLEANING/JANITORIAL SPLY						
004327	STANDARD OFFICE SUPP	H31221-00	2404364	2024 11	INV	P	183.73	091324	304801	OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H31221-01	2404364	2024 11	INV	P	30.16	091324	304801	OFFICE SUPPLIES WAT
							213.89			
				ACCOUNT TOTAL			213.89			
009660	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	1,437.76	091324	304683	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			1,437.76			
009660	546700			METER LOCKS						
002742	ENGINEERING UNLIMITE	INV067192	2404305	2024 11	INV	P	2,883.00	091324	304705	LOCKS FOR WATER BIL
				ACCOUNT TOTAL			2,883.00			
009660	599000			OTHER REPAIR/MAINT. SPL.						
002714	ECONOMY SUPPLY CO	127848	2404438	2024 11	INV	P	111.80	091324	304700	BUILDING SUPPLIES F
				ACCOUNT TOTAL			111.80			
009660	604900			OTHER PROFESSIONAL SERV.						
002146	ARNOLD LINE WATER AS	108	0	2024 11	INV	P	1,650.00	091324	304647	MB 2021-161 PAYMENT
002181	BADGER METER INC	80170329	0	2024 11	INV	P	6,240.51	091324	304654	MB 2018-832 BEACON
002665	DIXIE COMMUNITY UTIL	DX 082324	0	2024 11	INV	P	421.50	091324	304697	SEWER READS FOR WAT
002905	GILLILANDS ELECTRONI	15341	0	2024 11	INV	P	199.85	091324	304714	NETWORK CABLING WAT
004003	RAWLS SPRINGS UTILIT	08202024	0	2024 11	INV	P	935.00	091324	304777	SEWER READS FOR WAT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004316	SPEEDY PRINTING & SI	33047	2404424	2024 11	INV	P	60.00	091324	304798	TRUCK LETTERING UNI
004514	UNIVERSITY TIRE & SE	INV240685	2404565	2024 11	INV	P	1,276.19	091324	304815	REPAIR TO UNIT 2044
				ACCOUNT TOTAL			10,783.05			
009660	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	175.00	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	40.23	091324	304652	MB2016-287/WIRELESS
							215.23			
				ACCOUNT TOTAL			215.23			
009660	607000			POSTAGE						
047562	ENCO UTILITY	INV66604	0	2024 11	INV	P	1,736.34	091324	304703	MB 2020-303 RT 2 BI
047562	ENCO UTILITY	INV66850	0	2024 11	INV	P	2,463.54	091324	304703	MB 2020-303 RT 3 BI
047562	ENCO UTILITY	INV67099	0	2024 11	INV	P	3,392.12	091324	304703	MB 2020-303 RT 1 BI
047562	ENCO UTILITY	INV67183	0	2024 11	INV	P	1,807.75	091324	304703	MB 2020-303 RT 2 BI
047562	ENCO UTILITY	INV67309	0	2024 12	INV	P	2,459.58	091324	304703	MB 2020-303 RT 3 BI
							11,859.33			
				ACCOUNT TOTAL			11,859.33			
009660	612000			FREIGHT						
002742	ENGINEERING UNLIMITE	INV067192	2404305	2024 11	INV	P	62.32	091324	304705	LOCKS FOR WATER BIL
				ACCOUNT TOTAL			62.32			
009660	620000			PRINTING						
047562	ENCO UTILITY	INV66604	0	2024 11	INV	P	573.71	091324	304703	MB 2020-303 RT 2 BI
047562	ENCO UTILITY	INV66850	0	2024 11	INV	P	807.91	091324	304703	MB 2020-303 RT 3 BI
047562	ENCO UTILITY	INV67099	0	2024 11	INV	P	1,124.18	091324	304703	MB 2020-303 RT 1 BI
047562	ENCO UTILITY	INV67183	0	2024 11	INV	P	595.89	091324	304703	MB 2020-303 RT 2 BI
047562	ENCO UTILITY	INV67309	0	2024 12	INV	P	806.16	091324	304703	MB 2020-303 RT 3 BI
							3,907.85			
				ACCOUNT TOTAL			3,907.85			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4203190155	0	2024 11	INV	P	22.93	091324	304680	SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4203895329	0	2024 11	INV	P	39.65	091324	304679	SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4204530605	0	2024 12	INV	P	22.93	091324	304680	STATE CONTRACT 8200
							85.51			
				ACCOUNT TOTAL			85.51			
				ORG 009660	TOTAL		31,798.18			

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YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009672			W&S O&M-WATER TRANSMISSION DIV							
009672	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	5,739.02	091324	304683	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			5,739.02			
009672	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	128.19	091324	304683	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			128.19			
009672	541500			SAND,CLAY,GRVL,FILL DIRT						
004586	WARREN PAVING INC	96650	2404814	2024 12	INV	P	2,854.50	091324	304819	610 CRUSH LIMESTONE
004586	WARREN PAVING INC	96743	2404814	2024 12	INV	P	2,082.30	091324	304819	610 CRUSH LIMESTONE
							4,936.80			
				ACCOUNT TOTAL			4,936.80			
009672	546000			MINOR EQUIPMENT						
004499	UNDERWOOD OUTDOOR PO	135455	2404827	2024 12	INV	P	379.00	091324	304812	PRESSURE WASHER --
				ACCOUNT TOTAL			379.00			
009672	561000			PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100384122-001	2404754	2024 12	INV	P	5,029.96	091324	304675	WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100384122-002	2404754	2024 12	INV	P	888.60	091324	304675	WAREHOUSE STOCK FOR
							5,918.56			
004284	SOUTHERN PIPE & SUPP	9906763-02	2404316	2024 12	INV	P	1,273.80	091324	304795	WAREHOUSE STOCK FOR
004284	SOUTHERN PIPE & SUPP	9906763-03	2404316	2024 12	INV	P	1,369.70	091324	304795	WAREHOUSE STOCK FOR
							2,643.50			
				ACCOUNT TOTAL			8,562.06			
				ORG 009672 TOTAL			19,745.07			
009673			W&S O&M-WATER PLANT DIVISION							
009673	501000			OTHER EXPENDABLE OFF.SPL						
004050	RICOH CORP	1101348872	0	2024 11	INV	P	222.42	091324	304780	TONER FOR RICOH IM4
				ACCOUNT TOTAL			222.42			
009673	513000			CHEMICALS						
003179	INDUSTRIAL CHEMICALS	554192	2404748	2024 12	INV	P	4,500.00	091324	304725	50LB BAGS LIME FOR
				ACCOUNT TOTAL			4,500.00			
009673	525000			GAS AND OIL						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	1,695.18	091324	304683	FUEL USAGE ALLOCATI
049764	GPM EMPIRE-FLASHMARK	93058 8/24	0	2024 12	INV	P	145.03	091324	304716	MINIT MART FUEL PUR
				ACCOUNT TOTAL			1,840.21			
009673	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	920.40	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			920.40			
009673	604900			OTHER PROFESSIONAL SERV.						
002471	CINTAS CORPORATION #	4203895381	0	2024 12	INV	P	80.07	091324	304679	SC#8200044758: MOPS
002471	CINTAS CORPORATION #	4203896032	0	2024 12	INV	P	272.69	091324	304678	SC#8200044758: UNIF
							352.76			
				ACCOUNT TOTAL			352.76			
009673	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 AUG 28	0	2024 12	INV	P	826.52	091324	304745	MISSISSIPPI POWER-
003873	PEARL RIVER VALLEY E	2024 08.30.24	0	2024 12	INV	P	7,794.31	091324	304763	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024-08.26	0	2024 12	INV	P	36.80	091324	304763	PEARL RIVER VALLEY
							7,831.11			
				ACCOUNT TOTAL			8,657.63			
009673	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	3B2022	2400345	2024 11	INV	P	466.00	091324	304639	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			466.00			
				ORG 009673 TOTAL			16,959.42			
009676				W&S O&M-SEWER DIVISION						
009676	513000			CHEMICALS						
002443	CERTIFIED LABORATORI	8823565	2404745	2024 12	INV	P	11,817.24	091324	304676	CHEMICALS FOR SEWER
				ACCOUNT TOTAL			11,817.24			
009676	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	278.37	091324	304683	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			278.37			
009676	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	271.56	091324	304683	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			271.56			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009676	570000			MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST	14758-40581	2404864	2024 12	INV	P	167.50	091324	304672	BATTERY FOR UNIT #
				ACCOUNT TOTAL			167.50			
009676	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	1,388.07	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			1,388.07			
009676	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 8/22/2024C	0	2024 11	INV	P	112.41	091324	304743	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2024 SEP 04	0	2024 12	INV	P	160.00	091324	304748	MISSISSIPPI POWER-1
							272.41			
004282	SOUTHERN PINE ELECTR	E2024 09.04.2024	0	2024 12	INV	P	189.92	091324	304794	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024 SEP 06	0	2024 12	INV	P	230.47	091324	304794	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024-08.16B	0	2024 11	INV	P	175.59	091324	304794	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024-8/16	0	2024 12	INV	P	44.44	091324	304794	SOUTHERN PINE ELECT
							640.42			
				ACCOUNT TOTAL			912.83			
009676	638600			CONSTRUCTION EQUIP R&M						
002083	ALLBRITTON CHAIN SAW	18594	2404828	2024 12	INV	P	193.54	091324	304642	MOWER REPAIRS FOR S
				ACCOUNT TOTAL			193.54			
				ORG 009676 TOTAL			15,029.11			
009677				W&S O&M-SEWER LAGOON DIV.						
009677	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	351.44	091324	304683	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			351.44			
009677	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND9	0	2024 12	INV	P	219.57	091324	304683	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			219.57			
009677	630500			ELECTRICITY						
003873	PEARL RIVER VALLEY E	2024 08.30.24	0	2024 12	INV	P	2,462.15	091324	304763	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024-08.26	0	2024 12	INV	P	1,218.58	091324	304763	PEARL RIVER VALLEY
							3,680.73			
				ACCOUNT TOTAL			3,680.73			
009677	638000			FIXED EQUIPMENT R&M						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002380 BYRD, WADE J.	BYRD092024	0	2024 12	INV	P	3,000.00	091324	304668	CERTIFIED OPERATOR
003348 L & A CONTRACTING CO	483-276	0	2024 12	INV	P	45,972.48	091324	304734	MB2024-1088: LAGOON
			ACCOUNT TOTAL			48,972.48			
			ORG 009677 TOTAL			53,224.22			
FUND 009 WATER & SEWER OPERATION/MAINT.			TOTAL:			136,756.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
011000				WATER & SEWER BALANCE SHEET						
011000	115000			COLLECTION FEES						
002058	ADELA INC	040201490000 6-7/202	0	2024 12	INV	P	281.85	091324	304640	WATER COLLECTION FE
				ACCOUNT TOTAL			281.85			
				ORG 011000 TOTAL			281.85			
011001				WATER & SEWER REVENUES						
011001	360001			RESIDENTIAL WATER-NO TAX						
050911	ROBERTS, JAMES B	55048	0	2024 12	INV	P	1,729.04	091324	304781	
050942	COMSTOCK, SANDRA	55046	0	2024 12	INV	P	51.34	091324	304691	
				ACCOUNT TOTAL			1,780.38			
011001	363001			NON-RESIDENTIAL SEWER						
050943	NESTOR GONZALES	55047	0	2024 12	INV	P	35.15	091324	304755	
050943	NESTOR GONZALES	55049	0	2024 12	INV	P	39.63	091324	304756	
							74.78			
				ACCOUNT TOTAL			74.78			
				ORG 011001 TOTAL			1,855.16			
FUND 011	WATER & SEWER FUND			TOTAL:			2,137.01			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
019100			POL.FORFEITURES-POLICE DIV.						
019100 559000			OTHER OPERATING MATL/SPLY						
004017 REGIONS CARDHOLDER S	5548-08/31/24	0	2024 12	INV	P	665.66	091324	304779	5548-08/31/24 REGIO
			ACCOUNT TOTAL			665.66			
019100 740000			AUTOMOBILES						
003135 HOWARD COMPUTERS INC	5121902024	2404609	2024 12	INV	P	559.00	091324	304722	BARCODE XPAK FOR FZ
			ACCOUNT TOTAL			559.00			
			ORG 019100 TOTAL			1,224.66			
FUND 019 POLICE FORFEITURES FUND				TOTAL:		1,224.66			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
039551			AIRPORT IMPR.-AIRPORT DIV						
039551	729502		AIRPORT IMP-FAA						
002466	CHRIS ALBRITTON CONS TAXIWAY ALIGNMENT#7	0	2024 12	INV	P	89,041.71	091324	304677	MB 2022-307 TAXIWAY
002843	FORD ENGINEERING SER 221206Q	0	2024 12	INV	P	6,763.52	091324	304710	MB 2021-306 TAXIWAY
			ACCOUNT TOTAL			95,805.23			
			ORG 039551 TOTAL			95,805.23			
FUND 039	AIRPORT IMPROVEMENT FUND		TOTAL:			95,805.23			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570			MASS TRANSIT-TRANSPORTATION							
073570	511100			SUPPLIES - COVID 19						
002527	COMMERCIAL STATIONER	481523-0	2404681	2024 12	INV	P	2,149.90	091324	304690	COVID 19 JANITORIAL
				ACCOUNT TOTAL			2,149.90			
073570	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND73	0	2024 12	INV	P	10,702.03	091324	304682	FUEL ALLOCATION 8/1
049764	GPM EMPIRE-FLASHMARK	93058 8/24	0	2024 12	INV	P	110.88	091324	304716	MINIT MART FUEL PUR
049764	GPM EMPIRE-FLASHMARK	93059 8/24	0	2024 12	INV	P	773.08	091324	304715	MINIT MART CHARGES
							883.96			
				ACCOUNT TOTAL			11,585.99			
073570	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND73	0	2024 12	INV	P	5,973.61	091324	304682	FUEL ALLOCATION 8/1
				ACCOUNT TOTAL			5,973.61			
073570	560000			BUILDING MATERIALS & SPLY						
002527	COMMERCIAL STATIONER	481812-0	2404794	2024 12	INV	P	251.02	091324	304690	OFFICE AND BUILDING
002883	GARNER LUMLEY ELECTR	612609	0	2024 12	INV	P	20.76	091324	304713	REPLACE LIGHT SWITC
				ACCOUNT TOTAL			271.78			
073570	571001			REPAIR PARTS - FIXED ROUTE						
050524	B & R INDUSTRIAL	1027799	2404702	2024 12	INV	P	85.20	091324	304653	CLEANING TOOLS FOR
				ACCOUNT TOTAL			85.20			
073570	575000			COMMUNICATION REPAIR PTS						
004017	REGIONS CARDHOLDER S	2080-08/31/24	0	2024 12	INV	P	175.84	091324	304779	2080-08/31/24 REGIO
				ACCOUNT TOTAL			175.84			
073570	599000			OTHER REPAIR/MAINT. SPL.						
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	53.49	091324	304779	1286/08/31/24 REGIO
				ACCOUNT TOTAL			53.49			
073570	604900			OTHER PROFESSIONAL SERV.						
002383	C D W GOVERNMENT	AA1IX5S	2404545	2024 11	INV	P	248.22	091324	304669	ADOBE SUBSRIPTIONS
				ACCOUNT TOTAL			248.22			
073570	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	453.83	091324	304652	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X090524	0	2024 12	INV	P	253.13	091324	304652	MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						706.96			
			ACCOUNT TOTAL			706.96			
073570 620000			PRINTING						
002796	FASTSIGNS OF HATTIES 2153-12875	2404863	2024 12	INV	P	1,594.99	091324	304707	HCT BUS STOPS SIGNS
			ACCOUNT TOTAL			1,594.99			
073570 635000			BUILDING R&M						
002527	COMMERCIAL STATIONER 481812-0	2404794	2024 12	INV	P	663.03	091324	304690	OFFICE AND BUILDING
			ACCOUNT TOTAL			663.03			
073570 638501			BUS EQUIP R&M-FIXED ROUTE						
002565	COURTESY MOTORS INC 351246	2404635	2024 12	INV	P	6,738.32	091324	304693	TEAR DOWN & REPAIR
002565	COURTESY MOTORS INC 352085	2404821	2024 12	INV	P	2,416.77	091324	304693	REPLACE WATER PUMP
						9,155.09			
			ACCOUNT TOTAL			9,155.09			
073570 643000			UNIFORM RENT						
002471	CINTAS CORPORATION # 4203190131	0	2024 12	INV	P	261.95	091324	304678	HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4203895744	0	2024 12	INV	P	185.20	091324	304678	HCT UNIFORM RENTALS
						447.15			
			ACCOUNT TOTAL			447.15			
			ORG 073570 TOTAL			33,111.25			
FUND 073 MASS TRANSIT FUND			TOTAL:			33,111.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
075695		W&S CONSTR.-CAPITAL PROJECTS							
075695 601500			ENGINEERING						
004197 SHOWS DEARMAN & WAIT	24347	0	2024 12	INV	P	8,200.00	091324	304788	MB 2018-288-289 INF
004197 SHOWS DEARMAN & WAIT	24349	0	2024 12	INV	P	3,167.50	091324	304788	MB 2021-399 W 7TH S
004197 SHOWS DEARMAN & WAIT	24353	0	2024 12	INV	P	3,895.00	091324	304788	MB 2022-362 BURKETS
004197 SHOWS DEARMAN & WAIT	24354	0	2024 12	INV	P	2,610.00	091324	304788	MB 2012-1/34 GENERA
004197 SHOWS DEARMAN & WAIT	24360	0	2024 12	INV	P	13,392.50	091324	304788	MB 2011-4/89-110 CO
						31,265.00			
			ACCOUNT TOTAL			31,265.00			
075695 601503			ENGINEERING-MCWI						
004197 SHOWS DEARMAN & WAIT	24348	0	2024 12	INV	P	4,935.00	091324	304788	MB 2020-137-138 INF
004197 SHOWS DEARMAN & WAIT	24350	0	2024 12	INV	P	6,932.50	091324	304788	MB 2021-306 EDWARDS
						11,867.50			
			ACCOUNT TOTAL			11,867.50			
075695 724501			ARCADIA SUNSET						
004197 SHOWS DEARMAN & WAIT	24351	0	2024 12	INV	P	11,725.00	091324	304788	MB 2021-337-338 ARC
			ACCOUNT TOTAL			11,725.00			
			ORG 075695 TOTAL			54,857.50			
FUND 075 WATER&SEWER CONSTRUCTION FUND				TOTAL:		54,857.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650			COMMUNITY CTR-ADMIN/GENERAL							
077650 510000			CLEANING/JANITORIAL SPLY							
002353	BUCKOS CLEANERS	D10745	2404826	2024 11	INV	P	125.00	091324	304664	5 BLACK TABLECLOTHS
050811	IMPERIAL DADE	35216685	2403462	2024 11	INV	P	798.74	091324	304724	JANITORIAL SUPPLIES
050827	SOUTHWEST WHOLESALE	0012711	2404663	2024 11	INV	P	263.57	091324	304797	JANITORIAL SUPPLIES
				ACCOUNT TOTAL			1,187.31			
077650 525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	FUEL USE 8/24 FUND77	0	2024 12	INV	P	202.05	091324	304684	FUEL USAGE ALLOCATI
				ACCOUNT TOTAL			202.05			
077650 570000			MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287308925627X090524	0	2024 12	INV	P	94.40	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			94.40			
077650 606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X090824	0	2024 12	INV	P	61.69	091324	304652	MB2016-287/WIRELESS
				ACCOUNT TOTAL			61.69			
077650 630000			GAS							
004321	SPIRE	G2024-SEP 4	0	2024 12	INV	P	259.38	091324	304800	SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL			259.38			
077650 635000			BUILDING R&M							
002100	AMERICAN AIR SPECIAL	123279	0	2024 12	INV	P	211.22	091324	304644	LABOR FOR DRAIN LIN
002100	AMERICAN AIR SPECIAL	123937	0	2024 12	INV	P	186.79	091324	304644	LABOR FOR DRAIN AT
							398.01			
				ACCOUNT TOTAL			398.01			
077650 638200			MINOR EQUIPMENT R&M							
047194	TYCO INTEGRATED SECU	40349723	0	2024 11	INV	P	717.12	091324	304810	RECURRING CHGS 08/0
				ACCOUNT TOTAL			717.12			
077650 639400			DISINFECT./EXTERMINATION							
004017	REGIONS CARDHOLDER S	2080-08/31/24	0	2024 12	INV	P	70.40	091324	304779	2080-08/31/24 REGIO
				ACCOUNT TOTAL			70.40			
077650 639900			OTHER REPAIRS AND MAINT.							
002714	ECONOMY SUPPLY CO	129490	2404741	2024 11	INV	P	34.87	091324	304700	BOLTS FOR ART STATU

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003816	ONE TIME WILDLIFE RE	0226202498	2404449	2024 11	INV	P	601.75	091324	304758	BAT VALVE/ENTRY RES
				ACCOUNT TOTAL			636.62			
077650	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4200221314	0	2024 12	INV	P	125.00	091324	304678	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4200939246	0	2024 12	INV	P	125.00	091324	304678	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4201658445	0	2024 12	INV	P	125.00	091324	304678	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4202370805	0	2024 12	INV	P	125.00	091324	304678	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4203190189	0	2024 12	INV	P	125.00	091324	304678	UNIFORM RENTAL FOR
							625.00			
				ACCOUNT TOTAL			625.00			
077650	715010			REC CENTER OLD YMCA						
004017	REGIONS CARDHOLDER S	1286-08/31/24	0	2024 12	INV	P	761.75	091324	304779	1286/08/31/24 REGIO
				ACCOUNT TOTAL			761.75			
				ORG 077650 TOTAL			5,013.73			
	FUND 077 COMMUNITY CENTERS' FUND				TOTAL:		5,013.73			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
082285		CDBG-ENTITLEMENTS							
082285 502000		MINOR OFFICE EQUIP/FURN.							
004328 STAPLES	6008007067	2403894	2024 12	INV	P	90.89	091324	304802	OFFICE SUPPLIES
			ACCOUNT TOTAL			90.89			
			ORG 082285 TOTAL			90.89			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT			TOTAL:			90.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
087601		INDUSTRIAL PK-G.O.ACQUISITIONS							
087601 600500			ADMINISTRATIVE FEE						
002143 AREA DEVELOPMENT PAR	872	0	2024 12	INV	P	875.00	091324	304646	ADMIN FEE - QE 9/30
			ACCOUNT TOTAL			875.00			
087601 602500			LEGAL						
004171 SHEMPER, MICHAEL J P	178	0	2024 12	INV	P	275.00	091324	304786	LEGAL SERVICES THRO
004677 WISE CARTER CHILD &	254318	0	2024 12	INV	P	250.00	091324	304822	LEGAL SERVICES THRO
			ACCOUNT TOTAL			525.00			
			ORG 087601 TOTAL			1,400.00			
FUND 087 INDUSTRIAL PARK DEVELOPMENT				TOTAL:		1,400.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
088603				PUBLIC SAFETY/REC CONSTRUCTION						
088603	729501			HALL AVENUE OVERPASS						
003764	NEEL-SCHAFFER INC	1099066	0	2024 12	INV	P	41,686.89	091324	304754	FILE 2022-847 HALL
				ACCOUNT TOTAL			41,686.89			
				ORG 088603 TOTAL			41,686.89			
		FUND 088 PUBLIC SAFETY/REC CONSTRUCTION		TOTAL:			41,686.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
095635			2019 FIRE STATION CONSTRUCTION						
095635 725602			TIMBERTON CONCESSION/PRESSBOX						
050855 CULPEPPER CONSTRUCTI	TIMBERTONPAYAPP#3	0	2024 12	INV	P	142,866.23	091324	304694	TIMBERTONPAYAPP#3 -
				ACCOUNT TOTAL		142,866.23			
				ORG 095635 TOTAL		142,866.23			
FUND 095 2019 FIRE STATION CONSTRUCTION				TOTAL:		142,866.23			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
098695			WATER METER PROJECTS						
098695 724200			WATER METERS						
004197 SHOWS DEARMAN & WAIT	24346	0	2024 12	INV	P	18,442.50	091324	304788	MB 2022-436 CITY WI
			ACCOUNT TOTAL			18,442.50			
			ORG 098695 TOTAL			18,442.50			
FUND 098 WATER METER BONDS			TOTAL:			18,442.50			

** END OF REPORT - Generated by Sherry Jackson **