



Monday, November 4, 2024  
4:00 PM

City Council  
Monday Meeting Agenda

Council Chambers  
200 Forrest Street

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**Call to Order**

**Public Hearing**

1. **2024-487** Hold a public hearing for an appeal requested by Kerri Little, appellant, of the decision by the Board of Adjustment, which recommended denial of a variance request on September 4, 2024. The Board of Adjustment recommended denial of a variance request to allow a structure to exceed the maximum height of 72 feet in a B-5 zoned property by permitting a 100-foot structure (flagpole) on the property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

2. **2024-611** 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:**

1. Hold Public Hearing Memo - CE 11/04/2024
2. 1. 114 Brookwood Ln - Case History
3. 2. 104 S 34th Ave - Case History
4. 3. 210 S 34th Ave - Case History
5. 4. 313 S 34th Ave - Case History
6. 5. 114 St Josep St - Case History
7. 6. 434 Buschman St - Case History
8. 7. 523 Louise St - Case History
9. 8. 612 Dearborne St - Case History
10. 9. 901 River Ave - Case History
11. 10. 907 River Ave - Case History
12. 11. 6 Alder Ln - Case History
13. 12. 224 Fredna Ave - Case History
14. 13. 4881 US Hwy 49 S - Case History

**Policy Item**

1. **2024-650** Adopt a Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi to authorize waiving of fees for mass transit riders on Tuesday, November 5, 2024, due to the United States Presidential Election.

**Agenda Adjustments – Add Policy Items #35, #36, #37, #38 & #39 at the request of the Administration:**

35.    2024-653    Adopt an Ordinance setting salary of Mayor and City Council for the City of Hattiesburg, Mississippi.
  
36.    2024-654    Adopt a Resolution declaring Forrest County PPIN 1488, 1489 and 39311 necessary for public use and determine that it is prudent and in the best interest of the public and authorize the Mayor to enter an administrative settlement in the Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1142, 24-1143, and 24-1144 in an aggregate amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) to the Forrest County Circuit Clerk, the named Defendants, their counsel, and/or other interested parties in the above referenced proceedings at the direction of the City Attorney or his designee.
  
37.    2024-651    Approve Memorandum of Understanding between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$300,000.00 for improvements to Tipton Street in Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.
  
38.    2024-652    Approve Memorandum of Understanding between the City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$3,500,000.00 for improvements in the Avenues area of Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.
  
39.    2024-655    Approve Agreement between City of Hattiesburg and BRINC Drones, Inc., to provide devices and services related to the BRINC Drone system and authorize the Mayor to execute all documents necessary.

**Agenda Review**

**Work Session**

1.    2024-648    Ad valorem tax exemption, presented by Alex Pickle.
  
2.    2024-649    Update of Fire Station #2, presented by Administration.
  
3.    2024-646    Review of Draft Short Term Rental Ordinance presented by Councilman Jeffrey George & Planning Department.

**Citizens' Forum**

**Meeting Recess**



# Memorandum

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

**From:**

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

**Date:** Monday, November 4, 2024

**Re:** Hold a public hearing for an appeal requested by Kerri Little, appellant, of the decision by the Board of Adjustment, which recommended denial of a variance request on September 4, 2024. The Board of Adjustment recommended denial of a variance request to allow a structure to exceed the maximum height of 72 feet in a B-5 zoned property by permitting a 100-foot structure (flagpole) on the property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).  
File Number: 2024-487  
Minute Book #

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## Summary

Kerri Little, aggrieved by the decision of the Board of Adjustment on September 4th, 2024 to deny a variance, has requested a public hearing in front of the City Council.

## Recommendation Statement

The Board of Adjustment recommend denial of the variance request on September 4th, 2024.

Please place this on the November 4, 2024 City Council meeting for consideration.



**URBAN  
DEVELOPMENT  
PLANNING DIVISION**

**RECEIVED**  
**SEP 13 2024**  
**BY: NS**

**REQUEST TO APPEAL DECISION OR RECOMMENDATION**

|                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Today's Date:<br>September 12, 2024                                                                                                                                                                                                                                                                  |
| Date of Decision/Recommendation Date:<br><br><i>(Appeals must be made within ten consecutive days of the recommendation)</i><br>September 4, 2023                                                                                                                                                    |
| Name of Property Owner/Petitioner:<br>Toyota of Hattiesburg- Peirce 98, LLC                                                                                                                                                                                                                          |
| Name of Person Requesting Appeal Hearing:<br>Munn Enterprises, Inc.-- Kerri McAlpin Little                                                                                                                                                                                                           |
| Mailing Address of Person Requesting Appeal Hearing:<br><br>7712 Highway 49 North, Hattiesburg, MS 39402                                                                                                                                                                                             |
| Address of Petitioned Property:<br>6461 US Hwy 98, Hattiesburg, MS 39402                                                                                                                                                                                                                             |
| Name of the Deciding Body:<br>Director of UD <input type="checkbox"/> Site and Design Review Committee <input type="checkbox"/> Historic Conservation<br>Commission <input type="checkbox"/> Planning Commission <input type="checkbox"/> or Board of Adjustment <input checked="" type="checkbox"/> |
| Petitioner's Request of the Deciding Body:<br>requesting to install a 100' flag pole;                                                                                                                                                                                                                |
| Deciding Body's Recommendation:<br><br>request was denied                                                                                                                                                                                                                                            |

**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.

Kerri McAlpin Little  
Appellant (signature) *Kerri McAlpin Little*

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





7712 Highway 49 North  
Hattiesburg, MS 39402

September 12, 2024

City of Hattiesburg City Council  
200 Forrest Street  
Hattiesburg, MS

Dear City Council:

I work for Munn Enterprises, Inc. here in Hattiesburg. We are a sign manufacture/installation company. We were contracted by Toyota of Hattiesburg to install a flagpole at their business at 6461 Highway 98. We had to apply for a variance for this project for the following reason:

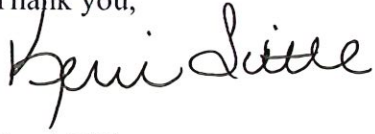
- REQUEST: to install one 100' flagpole. We asked for an additional 28' overall height than the city allows for a "structure"
- REASON FOR REQUEST for VARIANCE: The City of Hattiesburg ordinance does not address flag poles; However, the planning commission made us apply for a variance based on them calling the flagpole a "structure". In the ordinance, it only allows a 72' overall height structure.

In our variance we showed we met all the setback requirements and mentioned that flag poles are not in the ordinance. We provide nine letters of support for the 100' flagpole from surrounding businesses as well as information of visibility concerns as our hardship. Toyota of Hattiesburg wants the beautiful flagpole that will be flying the American flag to be visible from all directions. With the landscape of the area, 100' seems to be the desired height to be seen north, south, east and west to avoid blockages of hills and valleys.

It is with much sadness and disappointment that I inform you that we were denied the variance on September 4<sup>th</sup> at the Board of Adjustment meeting by all members. Mr. Alton Pierce, the owner, wants to install and display the flag not only for his company but for the city and our country in the greatest way possible. The project would represent honor, traditions, and customs that significantly impact a positive image. Since the project was denied at the Board of Adjustment level, the next step is to file for an appeal that will be heard before the city council on November 4<sup>th</sup>. I know that you can be a huge influence in getting this passed at this point. We ask you to take time to read over our variance application. It includes the application, artwork showing the flagpole placement, site plan placement of the flag, letters of support from surrounding businesses, a letter from the owner, and other documentation to help you understand the project.

Please consider my request to help us get this amazing flagpole project passed.

Thank you,

A handwritten signature in black ink that reads "Kerri Little". The signature is fluid and cursive, with the first name "Kerri" and last name "Little" clearly distinguishable.

Kerri Little,  
Munn Enterprises, Inc.  
[KerriL@munnterprises.com](mailto:KerriL@munnterprises.com)  
601.264.7446 ext. 1002





# Memorandum

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

**From:**

**cc:** Wiley Quinn, Urban Development Director, Charles Copeland, Division Manager

**Date:** Monday, November 4, 2024

**Re:** 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.  
File Number: 2024-611  
Minute Book #

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## Summary

Public Hearing 11 04 2024, Unsafe Properties.

## Recommendation Statement

I recommend a Public Hearing for the listed properties to determine if said properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the November 4, 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***

## MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: November 4, 2024

RE: Hold Public Hearing-Unsafe Properties

Hold a Public Hearing on Tuesday, November 4, 2024 to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

|    | Address                                                    | PPIN  | Ward | Violations                     | Proposed Actions                         | Estimated Cost | Estimated Penalty |
|----|------------------------------------------------------------|-------|------|--------------------------------|------------------------------------------|----------------|-------------------|
| 1. | 114 Brookwood Lane<br>Hattiesburg, MS 39401                | 13364 | 1    | DS, DB,<br>GAR/RUB,<br>OGL     | Clean, Close,<br>Secure, Partial<br>Demo | \$10,962       | \$1,500           |
| 2. | 104 South 34 <sup>th</sup> Avenue<br>Hattiesburg, MS 39401 | 22654 | 3    | HT                             | Remove Tree                              | \$8,000        | \$1,500           |
| 3. | 210 South 34 <sup>th</sup> Avenue<br>Hattiesburg, MS 39401 | 22645 | 3    | HT                             | Remove Tree                              | \$8,000        | \$1,500           |
| 4. | 313 South 34 <sup>th</sup> Avenue<br>Hattiesburg, MS 39401 | 22636 | 3    | HT                             | Remove Tree                              | \$8,000        | \$1,500           |
| 5. | 114 Saint Joseph Street<br>Hattiesburg, MS 39401           | 20916 | 4    | DS, DB,<br>GAR/RUB,<br>OGL, AV | Cut, Clean,<br>Demo                      | \$8,232        | \$1,500           |
| 6. | 434 Buschman Street<br>Hattiesburg, MS 39401               | 21911 | 2    | DS,<br>GAR/RUB,<br>OS          | Clean, Close,<br>Secure                  | \$7,700        | \$1,500           |

|     |                                               |       |   |                                       |                                     |          |         |
|-----|-----------------------------------------------|-------|---|---------------------------------------|-------------------------------------|----------|---------|
| 7.  | 523 Louise Street<br>Hattiesburg, MS 39401    | 19604 | 2 | DS, DB,<br>ES, PT,<br>GAR/RUB,<br>OGL | Cut, Clean,<br>Secure,<br>Demo      | \$10,619 | \$1,500 |
| 8.  | 612 Dearborne Street<br>Hattiesburg, MS 39401 | 14678 | 4 | DS, DB,<br>GAR/RUB,<br>OGL, HT        | Cut, Clean,<br>Demo,<br>Remove Tree | \$11,760 | \$1,500 |
| 9.  | 901 River Avenue<br>Hattiesburg, MS 39401     | 14791 | 2 | DS,<br>GAR/RUB,<br>OGL                | Clean, Close,<br>Secure             | \$7,000  | \$1,500 |
| 10. | 907 River Avenue<br>Hattiesburg, MS 39401     | 14793 | 2 | DS,<br>GAR/RUB,<br>OGL                | Clean, Close,<br>Secure             | \$7,000  | \$1,500 |
| 11. | 6 Alder Lane<br>Hattiesburg, MS 39401         | 12159 | 5 | GAR/RUB                               | Clean                               | \$7,000  | \$1,500 |
| 12. | 224 Fredna Avenue<br>Hattiesburg, MS 39401    | 13929 | 5 | AB, DB,<br>OGL                        | Clean, Close,<br>Secure, Demo       | \$6,713  | \$1,500 |
| 13. | 4881 US Highway 49 S<br>Hattiesburg, MS 39401 | 27634 | 5 | AB, DB,<br>OS,<br>GAR/RUB,<br>OGL     | Cut, Clean,<br>Secure,<br>Demo      | \$15,000 | \$1,500 |

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR







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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: James Knight, 114 Brookwood Lane, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

114 Brookwood Lane, Hattiesburg, MS 39401, PPIN: 13364, Parcel: 2-028E-06-076.00, and better described as: Part of Lot One (1), Brookwood Subdivision, more particularly described as follows, to-wit: A part of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SW Corner of the said SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and run North along the West line of Section 6, for 185.69 feet, thence run S 89 degrees 28 minutes East for 240.5 feet, thence South for 51.4 feet, thence run East for 252.1 feet to and for the Point of Beginning, thence continue East for 36.4 feet, thence run N 00 degrees 22 minutes East for 86.86 feet, thence run N 89 degrees 28 minutes West for 34.6 feet, thence run Southerly for 87.2 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

Publication: October 17th, 2024



PPIN: 13364

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Case # 2

### Case History For 104 South 34th Avenue

**Ward:** 3

**Action Center:** CASE-09-24-015075

**Date:** 9/20/2024

**PPIN:** 22654

**Owner:** Gary S Gill

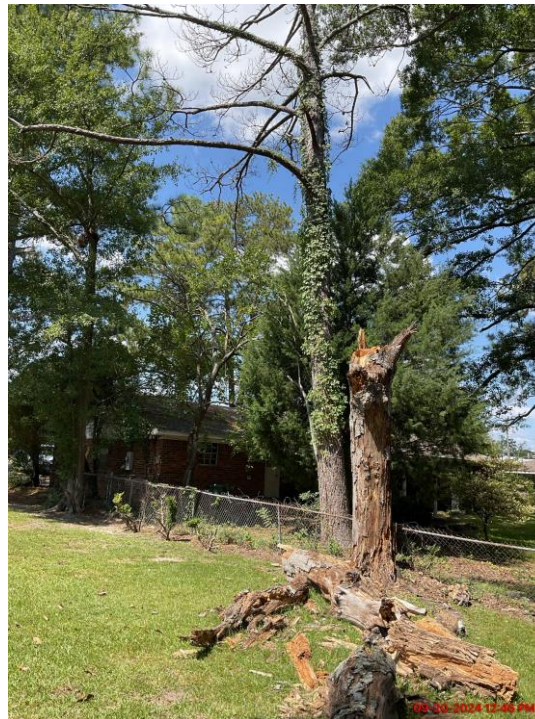
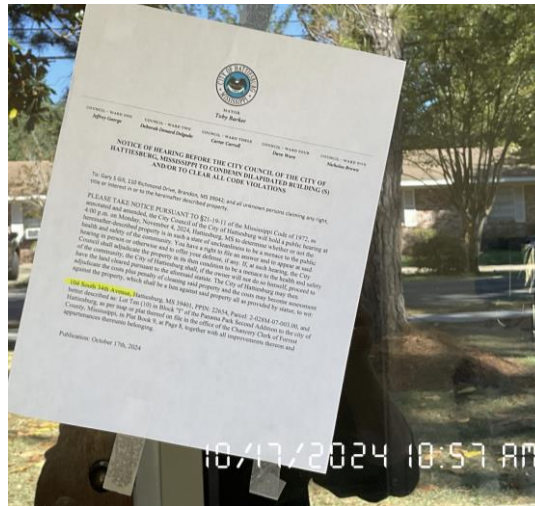
**Violations:** HT

**Case History:** The trees were noticed to be in a hazardous state in September of 2024. After a review by the city arborist, the trees are decaying and can pose as a hazard toward the surrounding area.

**Inspector:**

Robert Extine

(601) 545-4600





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Gary S Gill, 110 Richmond Drive, Brandon, MS 39042; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

104 South 34th Avenue, Hattiesburg, MS 39401, PPIN: 22654, Parcel: 2-028M-07-003.00, and better described as: Lot Ten (10) in Block "I" of the Panama Park Second Addition to the city of Hattiesburg, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 9, at Page 8, together with all improvements thereon and appurtenances thereunto belonging.

Publication: October 17th, 2024

104 South 34th Avenue

PPIN: 22654

7021 0350 0000 7837 2171

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**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

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| \$                                                           |    |
| Extra Services & Fees (check box, add fee as appropriate)    |    |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |
| Postage                                                      |    |
| \$                                                           |    |
| Total                                                        |    |
| \$                                                           |    |

Postmark Here  
39401-3998 USPS

Gary S Gill  
110 Richmond Drive  
Brandon, MS 39042

RV Instructions



**Case # 3**

**Case History For  
210 South 34th Avenue**

**Ward: 3**

**Action Center: CASE-09-24-015048**

**Date: 09/17/2024**

**PPIN: 22645**

**Owner: Philip and Elise Dickerson**

**Violations: HT**

**Case History:** The trees were noticed to be in a hazardous state in September of 2024. After a review by the city arborist, the trees are decaying and can pose as a hazard toward the surrounding area.

**Inspector:**

Robert Extine

(601) 545-4600





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Philip and Elise Dickerson, 210 S. 34th Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

210 South 34th Avenue, Hattiesburg, MS 39401, PPIN: 22645, Parcel: 2-028M-07-012.00, and better described as: Lot One (1) of Block "I", Panama Park Second Addition, City of Hattiesburg, Forrest County, Mississippi, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: October 17th, 2024



210 South 34th Avenue

PPIN: 22645

7021 0350 0000 7837 2188

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br><i>Domestic Mail Only</i>                     |    |
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| <b>OFFICIAL USE</b>                                                                              |    |
| Certified Mail Fee                                                                               | \$ |
| Extra Services & Fees (check box, add fee as appropriate)                                        |    |
| <input type="checkbox"/> Return Receipt (hardcopy)                                               | \$ |
| <input type="checkbox"/> Return Receipt (electronic)                                             | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery                                      | \$ |
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| To: Philip and Elise Dickerson<br>210 S. 34th Avenue<br>Hattiesburg, MS 39401                    |    |
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## Case # 4

### Case History For 313 South 34th Avenue

**Ward: 3**

**Action Center: CASE-09-24-015076**

**Date: 09/20/2024**

**PPIN: 22636**

**Owner: Sourabh & Carrie Mukherjee**

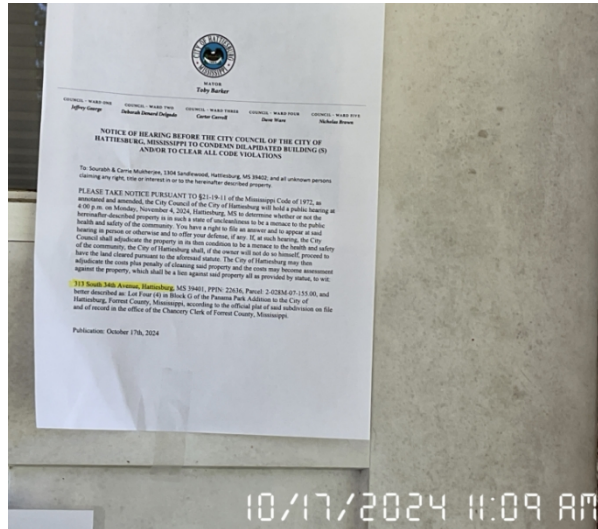
**Violations: HT**

**Case History:** The trees were noticed to be in a hazardous state in September of 2024. After a review by the city arborist, the trees are decaying and can pose as a hazard toward the surrounding area.

**Inspector:**

Robert Extine

(601) 545-4600





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Sourabh & Carrie Mukherjee, 1304 Sandlewood, Hattiesburg, MS 39402; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

313 South 34th Avenue, Hattiesburg, MS 39401, PPIN: 22636, Parcel: 2-028M-07-155.00, and better described as: Lot Four (4) in Block G of the Panama Park Addition to the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said subdivision on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: October 17th, 2024



313 South 34th Avenue

PPIN: 22636

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To: Sourabh & Carrie Mukherjee  
1304 Sandlewood Drive  
Hattiesburg, MS 39402

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PS Form 3800, Sept 2013 PSN 7530-02-000-9000 For Instructions

## Case # 5

### Case History For 114 Saint Joseph Street

**Ward: 4**

**Action Center: CASE-08-23-011417**

**Date: 08/28/2023**

**PPIN: 20916**

**Owner: Amos Jr & Aquilla Keys,  
Secretary of Housing and Urban  
Development, and Midfirst Bank**

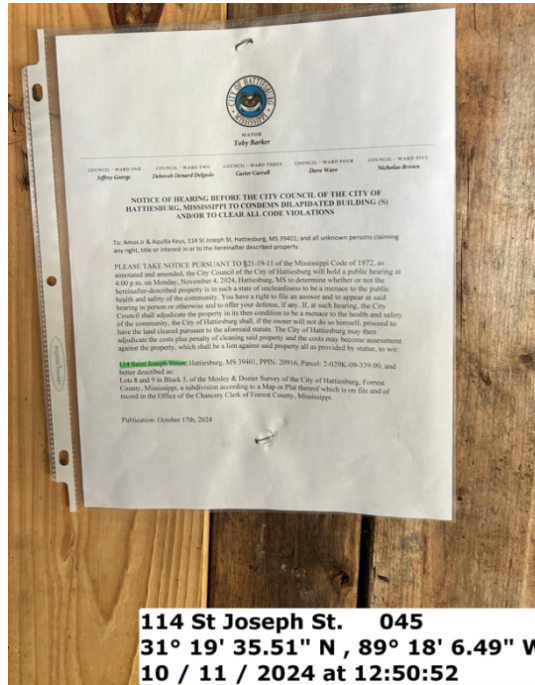
**Violations: DS, DB, GAR/RUB, OGL, AV**

**Case History:** This property has been in a vacant and dilapidated state for the last 18 months. There is a hole in the roof that occurred prior to it becoming vacant and has now become more and more unsafe and prone to collapse. Code Enforcement is requesting City Council Resolution to demolish the structure and clean the property from garbage and rubbish and vegetative overgrowth.

**Inspector:**

Whit Sanguinetti

(601) 554-1011







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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Amos Jr & Aquilla Keys, 114 St Joseph St, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

114 Saint Joseph Street, Hattiesburg, MS 39401, PPIN: 20916, Parcel: 2-029K-09-339.00, and better described as:

Lots 8 and 9 in Block 5, of the Mosley & Dozier Survey of the City of Hattiesburg, Forrest County, Mississippi, a subdivision according to a Map or Plat thereof which is on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi.

Publication: October 17th, 2024

114 Saint Joseph Street

PPIN: 20916

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City

Amos Jr & Aquilla Keys  
114 St Joseph St  
Hattiesburg, MS 39401

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City

Secretary of Housing and Urban  
Development  
451 Seventh Street SW  
Washington, D.C. 20410

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Se  
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City

Midfirst Bank  
501 N.W. Grand Blvd.  
Oklahoma City, OK 73118

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5225 0350 0000 7837 2225

## Case # 6

### Case History For 434 Buschman Street

**Ward:** 2/HISTORIC

**Action Center:** CASE-09-23-011515

**Date:** 09/21/2023

**PPIN:** 21911

**Owner:** Stella Louise Parmely

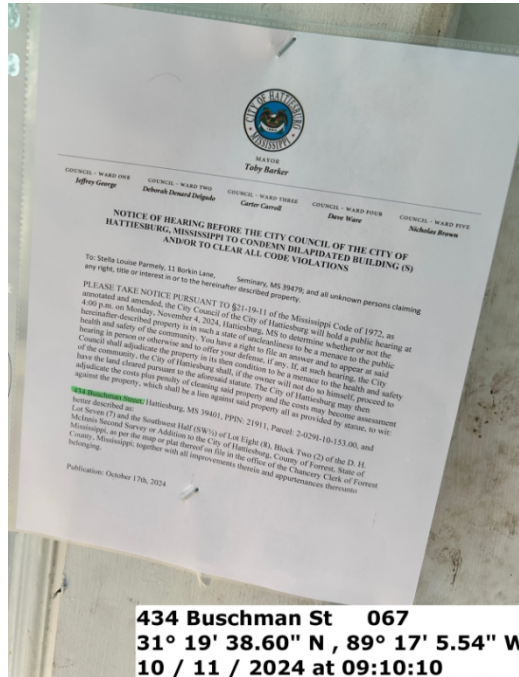
**Violations:** DS, GAR/RUB, OS

**Case History:** This property has been a nuisance to the neighborhood for the last two years. The owner has since died and the family has no sense of urgency to clean the property or bring it back to a livable state after a fire inside the structure. The power has been off for the last year and water has been on intermittently. Code Enforcement is requesting City Council Resolution to Clean, Close and Secure the property until such time that it can be made livable again.

**Inspector:**

Whit Sanguinetti

(601) 554-1011







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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Stella Louise Parmely, 11 Borkin Lane, Seminary, MS 39479; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

434 Buschman Street, Hattiesburg, MS 39401, PPIN: 21911, Parcel: 2-029I-10-153.00, and better described as:

Lot Seven (7) and the Southwest Half (SW½) of Lot Eight (8), Block Two (2) of the D. H. McInnis Second Survey or 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 therein and appurtenances thereunto belonging.

Publication: October 17th, 2024



434 Buschman Street

PPIN: 21911

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Stella Louise Parmely  
434 Buschman Street  
Hattiesburg, MS 39401

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Stella Louise Parmely  
11 Borkin Lane  
Seminary, MS 39479

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**Case # 7**

**Case History For  
523 Louise Street**

**Ward: 2/HISTORIC**

**Action Center: CASE-09-24-015035**

**Date: 09/09/2024**

**PPIN: 19604**

**Owner: S Lavon Evans Jr Realty, LLC,  
Kale Farms, Woodmark Investments,  
LLC**

**Violations: DS, DB, ES, PT, GAR/RUB,  
OGL**

**Case History:** This property has been previously condemned, however work was not completed. It is a growing concern to the neighborhood and is in desperate need of remediation to some extent. Code Enforcement is requesting City Council Resolution to Clean, Close and Secure the property or to Demolish the structure and remove all debris.

**Inspector:**

Whit Sanguinetti

(601) 554-1011







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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: S. Lavon Evans Jr Realty, LLC, 2300 Highway 11 North, Laurel, MS 39440; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

523 Louise Street, Hattiesburg, MS, 39401, PPIN: 19604, Parcel: 2-029K-09-197.00, and better described as: Lot 18, Block One (1) of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper Addition to the City of Hattiesburg as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: October 17th, 2024

# 523 Louise Street

## PPIN: 19604

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Laurel, MS 39440

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6108 Eberle Street  
Lakewood, CA 90713

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557 Windwood Lake Dr  
Cape Girardeau, MO 63701

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To: Woodmark Investments, LLC  
119 S President St, 2nd Floor  
Jackson, MS 39201

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## Case # 8

### Case History For 612 Dearborne Street

**Ward: 4**

**Action Center: CASE-08-23-011421**

**Date: 08/28/2023**

**PPIN: 14678**

**Owner: Eddie Wayne McCoy**

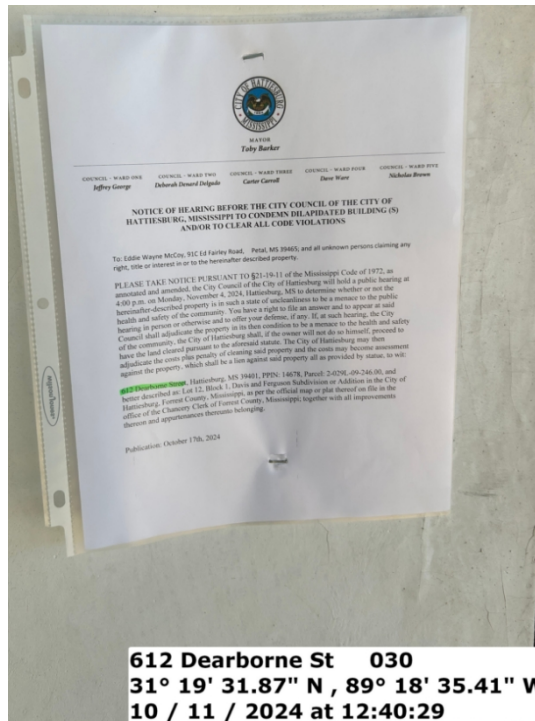
**Violations: DS, DB, GAR/RUB, OGL, HT**

**Case History:** This property burned on August 24, 2023. After many discussions with the property owner, and time given to the owner to complete the demolition himself no action has been taken. The structure is full of belongings as it was used primarily for a storage building for the owner. Therefore, the demolition cost will be more than normal. Code Enforcement requests resolution from the Hattiesburg City Council to demolish the structure and clean the lot.

#### Inspector:

Whit Sanguinetti

(601) 554-1011





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Eddie Wayne McCoy, 91C Ed Fairley Road, Petal, MS 39465; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

612 Dearborne Street, Hattiesburg, MS 39401, PPIN: 14678, Parcel: 2-029L-09-246.00, and better described as: Lot 12, Block 1, Davis and Ferguson Subdivision or Addition in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Publication: October 17th, 2024

612 Dearborne Street

PPIN: 14678

7021 0350 0000 7837 2300

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HATTIESBURG MS  
OCT 2024  
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Eddie Wayne McCoy  
612 Dearborne Street  
Hattiesburg, MS 39401

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HATTIESBURG MS  
OCT 2024  
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Eddie Wayne McCoy  
91C Ed Fairley Road  
Petal, MS 39465

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## Case # 9

### Case History For

901 River Avenue

**Ward: 2/HISTORIC**

**Action Center: CASE-08-24-014965**

**Date: 08/19/2024**

**PPIN: 14791**

**Owner: The John L. Company, LLC  
ATTN: T. Owen Beasley**

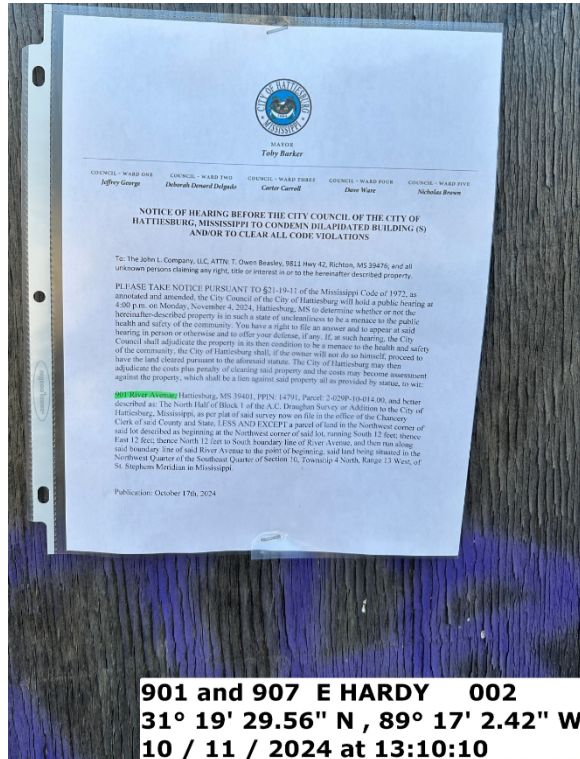
**Violations: DS, GAR/RUB, OGL**

**Case History:** This vacant structure has been abandoned and dilapidated since at least 2011. At this time the roof is completely collapsed on the left side of the structure and there are trees growing from within it. The new owner has made many unattended promises for rehabilitating the property. There were issues with the title to the property that needed to be corrected. That was fixed in August of 2022. Since that time, no action has been taken to even maintain the grass and weeds on the property. Code Enforcement is requesting Council Resolution to clean close and secure the property.

#### Inspector:

Whit Sanguinetti

(601) 554-1011



901 and 907 E HARDY 002  
31° 19' 29.56" N , 89° 17' 2.42" W  
10 / 11 / 2024 at 13:10:10





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: The John L. Company, LLC, ATTN: T. Owen Beasley, 9811 Hwy 42, Richton, MS 39476; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

901 River Avenue, Hattiesburg, MS 39401, PPIN: 14791, Parcel: 2-029P-10-014.00, and better described as: The North Half of Block 1 of the A.C. Draughan Survey or Addition to the City of Hattiesburg, Mississippi, as per plat of said survey now on file in the office of the Chancery Clerk of said County and State, LESS AND EXCEPT a parcel of land in the Northwest corner of said lot described as beginning at the Northwest corner of said lot, running South 12 feet; thence East 12 feet; thence North 12 feet to South boundary line of River Avenue, and then run along said boundary line of said River Avenue to the point of beginning, said land being situated in the Northwest Quarter of the Southeast Quarter of Section 10, Township 4 North, Range 13 West, of St. Stephens Meridian in Mississippi.

Publication: October 17th, 2024

901 River Avenue

PPIN: 14791

7021 0350 0000 7837 2317

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| <input type="checkbox"/> Adult Signature Restricted Delivery                                     | \$ |
| Postage                                                                                          | \$ |
| The John L. Company, LLC<br>ATTN: T. Owen Beasley<br>9811 Hwy 42<br>Richton, MS 39476            |    |
| Postmark Here<br>OCT 11 2024<br>39401-9998 USPS                                                  |    |
| RV Instructions                                                                                  |    |



## Case # 10

### Case History For

907 River Avenue

Ward: 2/HISTORIC

Action Center: CASE-08-24-014965

Date: 08/19/2024

PPIN: 14793

Owner: T. Owen Beasley

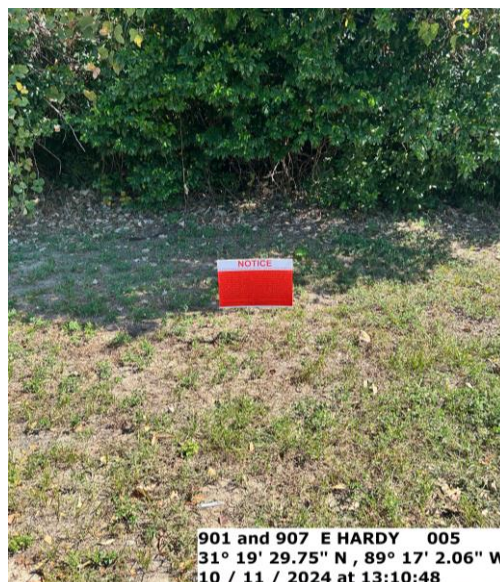
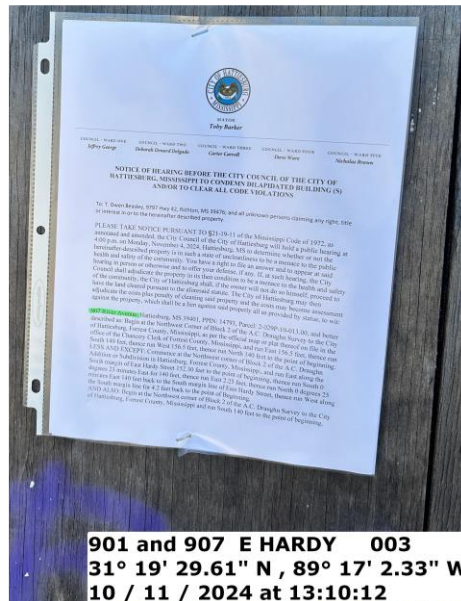
Violations: DS, GAR/RUB, OGL

**Case History:** Accompanies the 901 River Avenue case. This vacant structure has been abandoned and dilapidated since at least 2011. At this time the roof is completely collapsed on the left side of the structure and there are trees growing from within it. The new owner has made many unattended promises for rehabilitating the property. There were issues with the title to the property that needed to be corrected. That was fixed in August of 2022. Since that time, no action has been taken to even maintain the grass and weeds on the property. Code Enforcement is requesting Council Resolution to clean close and secure the property.

### Inspector:

Whit Sanguinetti

(601) 554-1011





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: T. Owen Beasley, 9797 Hwy 42, Richton, MS 39476; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

907 River Avenue, Hattiesburg, MS 39401, PPIN: 14793, Parcel: 2-029P-10-013.00, and better described as: Begin at the Northwest Corner of Block 2 of the A.C. Draughn Survey to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and run East 156.5 feet, thence run South 140 feet, thence run West 156.5 feet, thence run North 140 feet to the point of beginning. LESS AND EXCEPT: Commence at the Northwest corner of Block 2 of the A.C. Draughn Addition or Subdivision in Hattiesburg, Forrest County, Mississippi, and run East along the South margin of East Hardy Street 152.30 feet to the point of beginning, thence run South 0 degrees 23 minutes East for 140 feet, thence run East 2.25 feet, thence run North 0 degrees 25 minutes East 140 feet back to the South margin line of East Hardy Street, thence run West along the South margin line for 4.2 feet back to the point of Beginning.

AND ALSO: Begin at the Northwest corner of Block 2 of the A.C. Draughn Survey to the City of Hattiesburg, Forrest County, Mississippi and run South 140 feet to the point of beginning, thence continue South 135 feet, thence run East 78.25 feet, thence run North 135 feet, thence run West 78.25 feet to the point of beginning.

Publication: October 17th, 2024

907 River Avenue

PPIN: 14793

7021 0350 0000 7837 2324

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| St                                                                                               |    |
| City                                                                                             |    |
| PS                                                                                               |    |
| T. Owen Beasley<br>9797 Hwy 42<br>Richton, MS 39476                                              |    |
| RV                                                                                               |    |
| Instructions                                                                                     |    |

HATTIESBURG MS  
OCT 14 2014  
9401-9998 USPS



## Case # 11

### Case History For 6 Alder Lane

**Ward: 5**

**Action Center: CASE-08-24-014927**

**Date: 08/12/2024**

**PPIN: 12159**

**Owner: Rickey McDuffie**

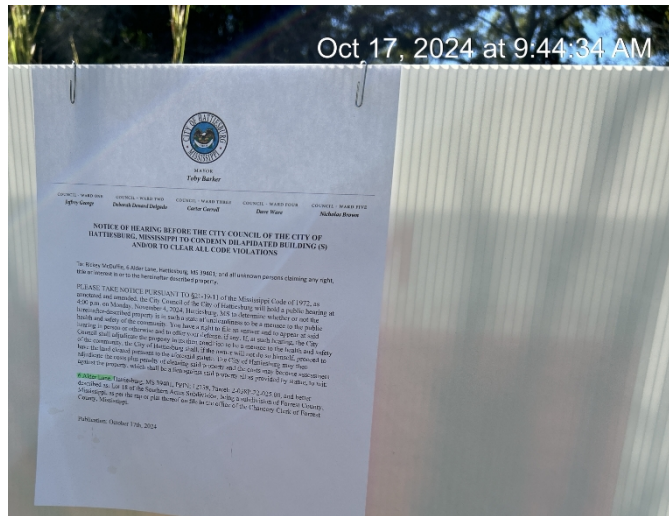
**Violations: GAR/RUB**

**Case History:** This property has been in an accumulation of rubbish and garbage state which has continued for several years. Code Enforcement has posted the property for the owner to see that city has identified a violation. Code Enforcement seeks council resolution to resolve the issue.

**Inspector:**

Tywan Kidd

(601) 554-1007





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Rickey McDuffie, 6 Alder Lane, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

6 Alder Lane, Hattiesburg, MS 39401, PPIN: 12159, Parcel: 2-038P-22-025.00, and better described as: Lot 18 of the Southern Acres Subdivision, being a subdivision of Forrest County, Mississippi, as per the rap or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: October 17th, 2024

6 Alder Lane

PPIN: 12159

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| \$                                                                                               |    |
| Total                                                                                            |    |
| \$                                                                                               |    |
| Rickey McDuffie                                                                                  |    |
| 6 Alder Lane                                                                                     |    |
| Hattiesburg, MS 39401                                                                            |    |
| RV                                                                                               |    |
| Instructions                                                                                     |    |

7021 0350 0000 7837 2331

HATTIESBURG MS  
OCT 2024  
39401-9998 USPS



## Case # 12

### Case History For 224 Fredna Avenue

**Ward: 5**

**Action Center: CASE-06-24-014659**

**Date: 06/18/2024**

**PPIN: 13929**

**Owner: J. Alvin Investments, LLC, BOFA  
Merrill Lynch Asset Holdings, Inc, and  
Torsha C. Smith**

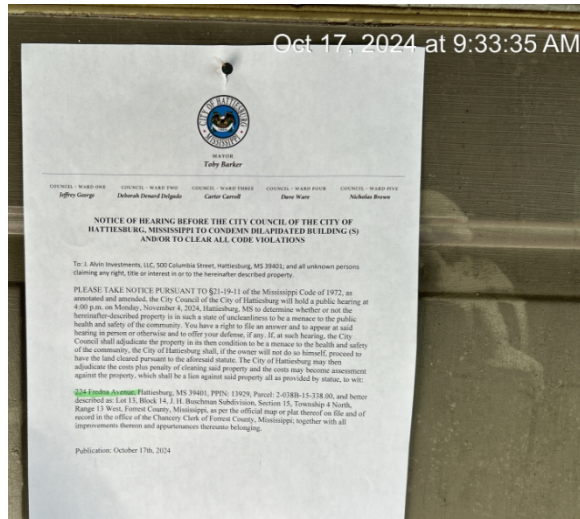
**Violations: AB, DB, OGL**

**Case History:** This property has been in an abandoned state which has continued for several years. Code Enforcement seeks council resolution to resolve the issue.

**Inspector:**

Tywan Kidd

(601) 554-1007





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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: J. Alvin Investments, LLC, 500 Columbia Street, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

224 Fredna Avenue, Hattiesburg, MS 39401, PPIN: 13929, Parcel: 2-038B-15-338.00, and better described as: Lot 13, Block 14, J. H. Buschman Subdivision, Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Publication: October 17th, 2024



# 224 Fredna Avenue

## PPIN: 13929

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J. Alvin Investments, LLC  
630 Columbia Street  
Hattiesburg, MS 39401

RV

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Hattiesburg, MS 39401

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HATTIESBURG MS  
OCT 2024  
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Rosalyn & Joshua Hill  
302 Pauline Avenue  
Hattiesburg, MS 39401

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HATTIESBURG MS  
OCT 2024  
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Torsha C. Smith  
104 Lathems Mill Lane  
Ballground, GA 30107

RV

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HATTIESBURG MS  
OCT 2024  
39401-9998 USPS

BOFA Merrill Lynch Asset Holdings, Inc  
One Bryant Park  
New York, NY 10036

RV







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*

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF  
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)  
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Ebrahim Mohammed Aldiri, 48 Mackeral Drive, Hattiesburg, MS 39402; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, November 4, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

4881 US Highway 49 South, Hattiesburg, MS 39401, PPIN: 27634, Parcel: 2-049E-02-020.00, and better described as: A part of the Northwest Quarter of the Southwest Quarter (NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section 2, Township 3 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to-wit: Begin at the Southwest corner of the NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of said Section, Township and Range and run East for a distance of 509 feet, thence run North 22 degrees 05 minutes West for a distance of 221.6 feet, thence run North 47 degrees 14 minutes East for a distance of 158.1 feet, more or less, to the right-of-way line of U.S./Mississippi Highway No. 49, thence run Northwesterly along said right-of-way for a distance of 103.5 feet, thence run South 74 degrees 30 minutes West for a distance of 530 feet, more or less, to a point on the West line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section, Township and Range that is 278 feet North of the Point of Beginning, thence run South 278 feet to the Point of Beginning.

LESS AND EXCEPT:

A part of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as commencing at the SW corner of the said NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , and thence run East along the South line of said Forty for 509 feet, thence run N 22° 51' W for 217.7 feet, thence run S 68° 23' W for 8.3 feet to and for the Point of Beginning, thence continue S 68° 23' W for 173.4 feet, thence run N 19° 06' W for 139.1 feet, thence run N 71° 47' E for 192.2 feet, thence run S 30° 25' E for 128.5 feet to the Point of Beginning, and comprising 0.6 acres, more or less.

Publication: October 17th, 2024



# 4881 US Highway 49 South

## PPIN: 27634

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| OFFICIAL USE                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                        |  |    |              |
| 7021 0350 0000 7837 2393                                                                         | <table><tr><td>Certified Mail Fee</td><td>\$</td></tr><tr><td>Extra Services &amp; Fees (check box, add fee as appropriate)</td><td></td></tr><tr><td><input type="checkbox"/> Return Receipt (hardcopy)</td><td>\$</td></tr><tr><td><input type="checkbox"/> Return Receipt (electronic)</td><td>\$</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td>\$</td></tr><tr><td><input type="checkbox"/> Adult Signature Required</td><td>\$</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td>\$</td></tr><tr><td>Postage</td><td>\$</td></tr><tr><td>Total</td><td>\$</td></tr><tr><td colspan="2">Ebrahim Mohammed Aldiri<br/>48 Mackeral Drive<br/>Hattiesburg, MS 39402</td></tr><tr><td>RV</td><td>Instructions</td></tr></table>  | Certified Mail Fee | \$ | Extra Services & Fees (check box, add fee as appropriate) |  | <input type="checkbox"/> Return Receipt (hardcopy) | \$ | <input type="checkbox"/> Return Receipt (electronic) | \$ | <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | <input type="checkbox"/> Adult Signature Required | \$ | <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | Postage | \$ | Total | \$ | Ebrahim Mohammed Aldiri<br>48 Mackeral Drive<br>Hattiesburg, MS 39402  |  | RV | Instructions |
| Certified Mail Fee                                                                               | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                        |  |    |              |
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| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                        |  |    |              |
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| 7021 0350 0000 7837 2416                                                                         | <table><tr><td>Certified Mail Fee</td><td>\$</td></tr><tr><td>Extra Services &amp; Fees (check box, add fee as appropriate)</td><td></td></tr><tr><td><input type="checkbox"/> Return Receipt (hardcopy)</td><td>\$</td></tr><tr><td><input type="checkbox"/> Return Receipt (electronic)</td><td>\$</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td>\$</td></tr><tr><td><input type="checkbox"/> Adult Signature Required</td><td>\$</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td>\$</td></tr><tr><td>Postage</td><td>\$</td></tr><tr><td>Total</td><td>\$</td></tr><tr><td colspan="2">GreenValley Investments, LLC<br/>95 Tower Road<br/>Hattiesburg, MS 39401</td></tr><tr><td>RV</td><td>Instructions</td></tr></table> | Certified Mail Fee | \$ | Extra Services & Fees (check box, add fee as appropriate) |  | <input type="checkbox"/> Return Receipt (hardcopy) | \$ | <input type="checkbox"/> Return Receipt (electronic) | \$ | <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | <input type="checkbox"/> Adult Signature Required | \$ | <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | Postage | \$ | Total | \$ | GreenValley Investments, LLC<br>95 Tower Road<br>Hattiesburg, MS 39401 |  | RV | Instructions |
| Certified Mail Fee                                                                               | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                        |  |    |              |
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| <input type="checkbox"/> Adult Signature Required                                                | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                        |  |    |              |
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| GreenValley Investments, LLC<br>95 Tower Road<br>Hattiesburg, MS 39401                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                        |  |    |              |
| RV                                                                                               | Instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                        |  |    |              |

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |
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| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |
| OFFICIAL USE                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |
| 7021 0350 0000 7837 2409                                                                         | <table><tr><td>Certified Mail Fee</td><td>\$</td></tr><tr><td>Extra Services &amp; Fees (check box, add fee as appropriate)</td><td></td></tr><tr><td><input type="checkbox"/> Return Receipt (hardcopy)</td><td>\$</td></tr><tr><td><input type="checkbox"/> Return Receipt (electronic)</td><td>\$</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td>\$</td></tr><tr><td><input type="checkbox"/> Adult Signature Required</td><td>\$</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td>\$</td></tr><tr><td>Postage</td><td>\$</td></tr><tr><td>Total</td><td>\$</td></tr><tr><td colspan="2">FIG 20, LLC<br/>1000 Riverside Ave, Ste 400<br/>Jacksonville, FL 32204</td></tr><tr><td>RV</td><td>Instructions</td></tr></table> | Certified Mail Fee | \$ | Extra Services & Fees (check box, add fee as appropriate) |  | <input type="checkbox"/> Return Receipt (hardcopy) | \$ | <input type="checkbox"/> Return Receipt (electronic) | \$ | <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | <input type="checkbox"/> Adult Signature Required | \$ | <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | Postage | \$ | Total | \$ | FIG 20, LLC<br>1000 Riverside Ave, Ste 400<br>Jacksonville, FL 32204 |  | RV | Instructions |
| Certified Mail Fee                                                                               | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |
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| <input type="checkbox"/> Adult Signature Required                                                | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |
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| Postage                                                                                          | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |
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| FIG 20, LLC<br>1000 Riverside Ave, Ste 400<br>Jacksonville, FL 32204                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |
| RV                                                                                               | Instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |    |                                                           |  |                                                    |    |                                                      |    |                                                             |    |                                                   |    |                                                              |    |         |    |       |    |                                                                      |  |    |              |



# Memorandum

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

**From:**

**cc:**

**Date:** Monday, November 4, 2024

**Re:** Adopt a Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi to authorize waiving of fees for mass transit riders on Tuesday, November 5, 2024, due to the United States Presidential Election.  
File Number: 2024-650  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the November 4, 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 5<sup>th</sup> day of **November, 2024**, the following Resolution:

**RESOLUTION 2024-**

**RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO AUTHORIZE WAIVING OF MASS TRANSIT FEES FOR RIDERS ON TUESDAY, NOVEMBER 5, 2024 DUE TO THE UNITED STATES PRESIDENTIAL ELECTION AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Hattiesburg finds and determines that voting is a vital right and responsibility of Citizens and that access to transportation is a key component in the ability to exercise that right; and

**WHEREAS**, the governing authorities of the City of Hattiesburg operate a mass transit system to more efficiently move citizens and visitors around the City of Hattiesburg; and

**WHEREAS**, the governing authorities of the City of Hattiesburg recognize that the United States Presidential election will be held on Tuesday, November 5, 2024, and desire to promote access; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Hattiesburg City Council does hereby waive mass transit fees for riders on Tuesday, November 5, 2024, and will extend the hours of operation from 6 am to 8pm in an effort to create access to voting throughout the City of Hattiesburg.

The foregoing resolution having been reduced to writing, the same was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 5<sup>th</sup> day of November, 2024.

(SEAL)

ATTEST:

ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 5<sup>th</sup> day of November, 2024.

ATTEST:

ADOPTED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR





# Memorandum

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

**From:**

**cc:**

**Date:** Monday, November 4, 2024

**Re:** Adopt an Ordinance setting salary of Mayor and City Council for the City of Hattiesburg, Mississippi.  
File Number: 2024-653  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the November 4, 2024 City Council meeting for consideration.

# **ORDINANCE SETTING SALARY OF MAYOR AND CITY COUNCIL**

**WHEREAS**, *Miss. Code Ann. § 21-8-21* provides that the compensation for the mayor and the members of the council shall be set by the council at least ninety (90) days before the next general election for the selection of municipal officers; and

**WHEREAS**, the City Council of the City of Hattiesburg, Mississippi, last set the salary of the mayor and the members of the council on December 20, 2016, to be effective on July 1, 2017, with the mayor's salary being set at \$110,000.00, and the salary of the members of the Council being set at \$27,000.00; and

**WHEREAS**, the City of Hattiesburg has, over the past 7+ years, seen significant sales tax growth, with sales tax revenue up 26.5% during the period, making the City of Hattiesburg the third highest ranking municipality in Mississippi in terms of sales tax revenue; and

**WHEREAS**, the City of Hattiesburg has had a structurally balanced budget for five consecutive years; and

**WHEREAS**, the City of Hattiesburg competes with the private sector as well as other governmental entities for talented employees, and the City has granted substantial increases to most of its employees over the past 7+ years in an effort to retain and hire employees who will add value to the City of Hattiesburg and its residents, and it is wise and appropriate to increase the salaries of the Mayor and members of the City Council so as to attract talented persons to seek those elected positions; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL** of the City of Hattiesburg, Mississippi, that, beginning July 1, 2025, the salary of the Mayor of the City of Hattiesburg shall be \$140,000.00 per year.

**IT IS FURTHER ORDAINED BY THE CITY COUNCIL** of the City of Hattiesburg, Mississippi, that, beginning July 1, 2025, the salary of the members of the City Council of the City of Hattiesburg shall be \$35,000.00 per year.

**THIS ORDINANCE** shall take effect in the manner prescribed by law.

The foregoing resolution having been reduced to writing, the same was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 5<sup>th</sup> day of November, 2024.

(SEAL)

ATTEST:

ADOPTED:

\_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 5<sup>th</sup> day of November, 2024.

ATTEST:

ADOPTED:

\_\_\_\_\_

CITY CLERK

\_\_\_\_\_

MAYOR





# Memorandum

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

**From:**

**cc:**

**Date:** Monday, November 4, 2024

**Re:** Adopt a Resolution declaring Forrest County PPIN 1488, 1489 and 39311 necessary for public use and determine that it is prudent and in the best interest of the public and authorize the Mayor to enter an administrative settlement in the Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1142, 24-1143, and 24-1144 in an aggregate amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) to the Forrest County Circuit Clerk, the named Defendants, their counsel, and/or other interested parties in the above referenced proceedings at the direction of the City Attorney or his designee.  
File Number: 2024-654  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the November 4, 2024 City Council meeting for consideration.

## RESOLUTION

**WHEREAS**, upon careful consideration, the City of Hattiesburg, Mississippi, acting by and through the City Council, has previously determined it to be in the best interests of the citizens of the City to acquire the surface interests in certain real property adjacent to the Bobby L. Chain Municipal Airport indexed as Forrest County PPINs 1488, 1489, and 39311, and to institute eminent domain proceedings to acquire same;

**WHEREAS**, negotiations between the parties to the pending eminent domain proceedings having proven successful, the City Council finds it in the best interests of the City to authorize settlement of the same to facilitate conveyance of the surface interests in the subject real property to the City, avoidance of additional litigation costs, and elimination of risks to the City inherent in determination of the value of said interests by multiple juries.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

a. that the City Attorney or his designee is hereby authorized to offer an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) in the aggregate in the settlement of all claims in the following pending matters:

1. City of Hattiesburg, Mississippi vs. Robert Newton Meeks, et al., Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1142;

2. City of Hattiesburg, Mississippi vs. Unknown Heirs of Katie McSwain Blankinchip, Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1143; and,

3. City of Hattiesburg, Mississippi vs. Unknown Heirs of Bobbie Ruth Meeks, Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1144;

b. that the Mayor is hereby authorized to execute all documents required to facilitate the settlement of said matters and the purchase and conveyance of the surface interests in the subject real property; and,

c. that the Mayor and City Clerk are hereby authorized to issue warrants in an aggregate amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) to the Forrest County Circuit Clerk, the named Defendants, their counsel, and/or other interested parties in the above referenced proceedings at the direction of the City Attorney or his designee.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the Resolution adopted, this the 5<sup>th</sup> day of November, 2024.

(SEAL)

**ATTEST:**

**ADOPTED:**

\_\_\_\_\_  
**CLERK OF COUNCIL**

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5<sup>th</sup> day of November, 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**



# Memorandum

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

**From:**

**cc:**

**Date:** Monday, November 4, 2024

**Re:** Approve Memorandum of Understanding between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$300,000.00 for improvements to Tipton Street in Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.  
File Number: 2024-651  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the November 4, 2024 City Council meeting for consideration.



Government

## MEMORANDUM OF UNDERSTANDING

**Entity:** City of Hattiesburg - Tipton Street - SB2468 - Section 10 (lk)

**Authorized Representative:** Toby Barker

**Title:** Mayor **Date:** 11/05/2024

**Address:** 200 Forrest Street, Hattiesburg, MS 39401

**Telephone:** 601-545-4501 **EMAIL:** mayor@hattiesburgms.com

**Funding Amount :** \$300,000.00

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

### RECITALS

**WHEREAS**, The Act, authorized expenditures for certain projects; and

**WHEREAS**, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

**WHEREAS**, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

**WHEREAS**, the Entity shall maintain the Project Funds in a separate bank account; and

**WHEREAS**, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

**WHEREAS**, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

**WHEREAS**, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

**WHEREAS**, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

**WHEREAS**, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:**

**Section 1.** The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

**Section 2.** The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3.** The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

**Section 4.** The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5.** The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

**Section 6.** The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

**Section 8.** All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration  
Attention: Gilda Reyes, Deputy Executive Director  
501 North West Street, Suite 1301  
Jackson, Mississippi 39201  
Telephone: 601-359-5516  
Email: [Gilda.Reyes@dfa.ms.gov](mailto:Gilda.Reyes@dfa.ms.gov)

**Section 9.** This MOU shall be effective from and after the DFA approval date.

**IN WITNESS WHEREOF**, the Entity has affixed its signature on the date indicated below.

**Entity Name:** City of Hattiesburg - Tipton Street - SB2468 - Section 10 (lk)

By: \_\_\_\_\_  
Name, Title

Date: 11/19/2024

## EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.             | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>CITY OF HATTIESBURG, MS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                    |
|                                                                    | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                    |
|                                                                    | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input checked="" type="checkbox"/> Other (see instructions) <b>LOCAL GOVERNMENT</b> | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                                    | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                    |
|                                                                    | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>200 FORREST ST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Requester's name and address (optional)</b>                                                                                                                                                                                                                                                                     |
| <b>6</b> City, state, and ZIP code<br><b>HATTIESBURG, MS 39401</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |
| <b>7</b> List account number(s) here (optional)                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |   |   |   |   |   |   |     |
|---------------------------------------|---|---|---|---|---|---|---|-----|
| <b>Social security number</b>         |   |   |   |   |   |   |   |     |
|                                       |   |   | - |   |   |   | - |     |
| or                                    |   |   |   |   |   |   |   |     |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |     |
| 6                                     | 4 | - | 6 | 0 | 0 | 0 | 4 | 3 2 |

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

|                  |                                                                                                              |                     |
|------------------|--------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Sign Here</b> | Signature of U.S. person  | Date <b>5-14-24</b> |
|------------------|--------------------------------------------------------------------------------------------------------------|---------------------|

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

\_\_\_\_\_ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

\_\_\_\_\_ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This transfer needs to happen as soon as you receive the funding. This account is only for the funds in SB2468. No other funds can be in this account (even if you have received prior funding for the same project).

\_\_\_\_\_ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1<sup>st</sup> quarter – January – March Report due by April 30

2<sup>nd</sup> quarter – April – June Report due by July 30

3<sup>rd</sup> quarter – July – September Report due by October 30

4<sup>th</sup> quarter – October – December Report due by January 30

\_\_\_\_\_ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

\_\_\_\_\_ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

\_\_\_\_\_ 6) **Bank fees cannot be paid with funds.** Please confirm that no fees will be charged by your bank when the new bank account is opened. If the bank happens to charge fees in error, the bank will have to refund the fees or you will be responsible to pay those fees. This has been a problem with previous funding.



# MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 11/05/2024

PROJECT NAME: City of Hattiesburg-Tipton St.

MAILING  
ADDRESS: P.O. Box 1898

Hattiesburg, MS 39403



## CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER  
FOR EACH PERSON**

**(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)**

| Name                                    | Phone Number   | Email Address             |
|-----------------------------------------|----------------|---------------------------|
| Ann Jones, Chief Administrative Officer | (601) 545-4503 | annjones@hattiesburgms.co |
| Malcolm Berch, Chief Financial Officer  | (601) 545-4680 | mberch@hattiesburgms.com  |
| Lisa Hanson, Comptroller                | (601) 554-1034 | lhanson@hattiesburgms.com |

\_\_\_\_\_  
AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY  
COMPLIANCE OFFICER  
INITIAL: \_\_\_\_\_



# Memorandum

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

**From:**

**cc:**

**Date:** Monday, November 4, 2024

**Re:** Approve Memorandum of Understanding between the City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$3,500,000.00 for improvements in the Avenues area of Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.  
File Number: 2024-652  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the November 4, 2024 City Council meeting for consideration.



Government

## MEMORANDUM OF UNDERSTANDING

**Entity:** City of Hattiesburg - Avenues Project - SB2468 - Section 10 (hg)

**Authorized Representative:** Toby Barker

**Title:** Mayor

**Date:** 11/05/2024

**Address:** 200 Forrest Street, Hattiesburg, MS 39401

**Telephone:** 601-545-4501

**EMAIL:** mayor@hattiesburgms.com

**Funding Amount :** \$3,500,000.00

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

## RECITALS

**WHEREAS**, The Act, authorized expenditures for certain projects; and

**WHEREAS**, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

**WHEREAS**, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

**WHEREAS**, the Entity shall maintain the Project Funds in a separate bank account; and

**WHEREAS**, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

**WHEREAS**, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

**WHEREAS**, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

**WHEREAS**, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

**WHEREAS**, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:**

**Section 1.** The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

**Section 2.** The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3.** The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

**Section 4.** The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5.** The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

**Section 6.** The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

**Section 8.** All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration  
Attention: Gilda Reyes, Deputy Executive Director  
501 North West Street, Suite 1301  
Jackson, Mississippi 39201  
Telephone: 601-359-5516  
Email: [Gilda.Reyes@dfa.ms.gov](mailto:Gilda.Reyes@dfa.ms.gov)

**Section 9.** This MOU shall be effective from and after the DFA approval date.

**IN WITNESS WHEREOF**, the Entity has affixed its signature on the date indicated below.

**Entity Name:** City of Hattiesburg - Avenues Project - SB2468 - Section 10 (hg)

By: \_\_\_\_\_  
Name, Title

Date: 11/19/2024

## EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.





# Memorandum

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

**From:**

**cc:**

**Date:** Monday, November 4, 2024

**Re:** Approve Agreement between City of Hattiesburg and BRINC Drones, Inc., to provide devices and services related to the BRINC Drone system and authorize the Mayor to execute all documents necessary.  
File Number: 2024-655  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the November 4, 2024 City Council meeting for consideration.

## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Services and Purchasing Agreement (“**Agreement**”) is between BRINC Drones, Inc., a Delaware corporation (“**BRINC**”), and the agency listed in the signature block or, if no agency is listed, the agency executing an Order Form that references this Agreement (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Order Form referencing this Agreement (“**Effective Date**”). This Agreement will govern future purchases by Agency for the same BRINC Devices and Services in the Order Form.

The Parties agree as follows:

### 1. **Definitions**

In addition to capitalized terms defined elsewhere in this Agreement, these following terms have the following meanings:

- 1.1. “**BRINC Live Operations**” means BRINC’s data streaming services and interactions between BRINC Devices and/or BRINC client software.
- 1.2. “**BRINC Device**” means all hardware provided by BRINC under this Agreement.
- 1.3. “**Documentation**” means specifications, user manuals, warnings, and other materials relating to the BRINC Devices or Services provided or made available by BRINC to Agency, as may be modified by BRINC from time to time.
- 1.4. “**Fees**” means the fees payable by Agency as set forth in an Order Form.
- 1.5. “**Order Form**” means each written order specifying the BRINC Devices and Services to be provided under this Agreement and applicable Fees, that is entered into between Agency and BRINC.
- 1.6. “**Services**” means all services provided by BRINC under this Agreement, including software, BRINC Live Operations, and professional services.
- 1.7. “**Subscription Term**” means the period specified during which Agency will have access to the Services.
- 1.8. “**Third-Party Services**” means separate hardware, services, or applications manufactured, published, or performed a party other than BRINC that can be used in connection with the Services.

### 2. **Term and Termination**

- 2.1. Term. This Agreement begins on the Effective Date which is defined by shipment terms and continues based on the length of term defined in the Order Form (“**Term**”). BRINC will not authorize services until BRINC receives a signed Order Form or accepts a purchase order, whichever is first.

- 2.2. Term of Order Forms. Unless otherwise stated in the applicable Order Form, (a) the initial Subscription Term of each Order Form begins on the effective date based on shipping and receiving terms of such Order Form and continue for the Subscription Term stated in the Order Form; and (b) the Subscription Term will automatically renew for a Subscription Term equivalent to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.
- 2.3. Termination for Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to BRINC's uncured breach, BRINC will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 2.4. Termination by Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 2.5. Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all Fees incurred before the effective date of termination. If Agency purchases BRINC Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, BRINC will invoice Agency the difference between the MSRP for BRINC Devices received, including any spare BRINC Devices, and amounts paid towards those BRINC Devices. Only if terminating for non-appropriation, Agency may return BRINC Devices to BRINC within 30 days of termination. MSRP is the standalone price of the individual BRINC Device at the time of sale. For bundled BRINC Devices, MSRP is the standalone price of all individual components.
- 2.6. Survival. The sections titled "Effect of Termination," "Survival," "Fees, Payment, and Shipping," "Confidentiality," "Disclaimers," "Proprietary Rights," "IP Indemnification," "Limitation of Liability," and "Miscellaneous" will survive any termination or expiration of this Agreement.
3. **Fees, Payment, and Shipping**
- 3.1. Fees. Unless otherwise stated in the relevant Order Form, BRINC will invoice Agency upon shipment of the BRINC Devices in the Order Form, and payment is due within 30 days from the invoice date. For all Subscription Fees, BRINC will invoice Agency annually on the anniversary of the initial invoice. Payment obligations are non-cancelable. Unless otherwise stated in an Order Form, BRINC may increase the Fees upon renewal of each Order Form Subscription Term by providing written notice to Agency at least 45 days before the commencement of the applicable renewal Subscription Term.
- 3.2. Late Payments. If BRINC does not receive any invoiced amount by the invoice due date, then without limiting BRINC's rights or remedies, BRINC may, unless prohibited by law, charge Agency late interest fees at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, plus all expenses of collection, including reasonable attorneys' fees.
- 3.3. Payment Disputes. BRINC will not exercise its rights under the "Late Payments" section above if Agency disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 3.4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides BRINC a valid tax exemption certificate.
- 3.5. Refunds. All sales are final. BRINC does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency will pay invoices without setoff, deduction, or withholding.
- 3.6. Shipping. BRINC may make partial shipments and ship BRINC Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon BRINC's delivery to the common carrier. Agency will pay any shipping charges in the Order Form. Changes in the estimated ship date may change charges in the Order Form. Shipping dates are estimates only. BRINC is not responsible for typographical errors in any offer by BRINC, and BRINC may cancel any orders resulting from such errors. Orders are subject to prior credit approval.

#### 4. **Hardware Warranties and Disclaimers**

- 4.1. Hardware Warranty. BRINC warrants that BRINC manufactured Devices are free from defects in workmanship and materials for one year from the date of Agency's receipt. For BRINC manufactured Devices purchased by Agency under the BRINC Support Program, BRINC warrants such BRINC Devices are free from defects in workmanship and materials from the date of Agency's receipt for the duration of the BRINC Support Program term.
- 4.2. Disclaimers. **Except as expressly provided herein, BRINC provides all software and Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Third-Party Services are not covered by BRINC's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
- 4.3. Claims. If BRINC receives a valid warranty claim for a BRINC manufactured Device during the warranty term, BRINC's sole responsibility is to repair or replace such Device with the same or like BRINC manufactured Device, at BRINC's option. A replacement BRINC-Manufactured Device will be new or like new. The warranty of the replacement BRINC manufactured Device will be the longer of (a) the remaining warranty of the original BRINC manufactured Device or (b) 90-days from the date of repair or replacement.
- 4.4. Exclusions. BRINC's warranty excludes damage related to: (a) failure to follow BRINC Device use instructions; (b) BRINC Devices used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Device; (d) force majeure; (e) BRINC Devices repaired or modified by persons other than BRINC without BRINC's written permission; (f) BRINC Devices with a defaced or removed serial number; or (g) Agency's failure to complete training from BRINC on operating and flying the BRINC Device prior to Agency's use of the BRINC Device. BRINC's warranty will be void if Agency resells BRINC Devices.
- 4.5. Replacement Device. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes BRINC's property. Before delivering a BRINC Device for service, Agency must download BRINC Device data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Device sent to BRINC for service.



- 4.6. Spare BRINC Devices. At BRINC's reasonable discretion, BRINC may provide Agency a predetermined number of spare BRINC Devices. Spare BRINC Devices are intended to replace broken or non-functioning units while BRINC repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Devices shall pass to Agency as described in the "Shipping" section.

## 5. **Confidentiality**

- 5.1. Definition of Confidential Information. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. To the extent permissible by law, BRINC pricing is Confidential Information and competition sensitive.
- 5.2. Protection of Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter.
- 5.3. Disclosure. Either party may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party reasonable advance notice of such disclosure and cooperates with the disclosing party so the disclosing party may obtain appropriate treatment for such Confidential Information. If Agency receives a public records request to disclose BRINC Confidential Information, to the extent allowed by law, Agency will provide notice to BRINC before disclosure. BRINC may publicly announce information related to this Agreement.

## 6. **Proprietary Rights**

- 6.1. BRINC Device and Services. BRINC and its licensors own and reserve all right, title, and interest in BRINC Devices, Services, and Documentation, including all related intellectual property rights, underlying technology, derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Agency hereunder other than as expressly stated herein.
- 6.2. Feedback. Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Agency related to the BRINC Devices or Services or other BRINC products or services.

## 7. **Limitation of Liability**

- 7.1. Exclusion of Certain Types of Damages. Except to the extent prohibited by law, neither party will have any liability arising out of or related to this Agreement for any indirect, exemplary, incidental, special, punitive, cover, business interruption, lost profit, or consequential damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or has been advised of the possibility of such damages or if a party's remedy otherwise fails of its essential purpose.
- 7.2. Liability Cap. Except for amounts payable under BRINC's intellectual property indemnification obligations under "IP Indemnification", in no event will the aggregate total liability of either party arising out of or related to this Agreement exceed the purchase price paid to BRINC for the BRINC Device, or if for Services, the amount paid for such Services

over the 12 months preceding the claim. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Agency' payment obligations under the "Fees and Payments" section above. In the event Agency (i) modifies a BRINC Device, (ii) fails to operate a BRINC Device in accordance with BRINC's warnings or guidelines, or (iii) is involved in an accident involving a BRINC Device, BRINC will have no liability to Agency for any damages.

## 8. IP Indemnification

- 8.1. Indemnification by BRINC. BRINC will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of BRINC Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide BRINC with written notice of such claim, tender to BRINC the defense or settlement of such claim at BRINC's expense and cooperate fully with BRINC in the defense or settlement of such claim. BRINC's IP indemnification obligations do not apply to claims based on (a) modification of BRINC Devices or Services by Agency or a third-party not approved by BRINC; (b) use of BRINC Devices and Services in combination with hardware or services not approved by BRINC; (c) use of BRINC Devices and Services other than as permitted in this Agreement; or (d) use of BRINC software that is not the most current release provided by BRINC.
- 8.2. Sole and Exclusive Remedy. If BRINC receives information about an infringement or misappropriation claim related to BRINC Devices or Services, BRINC may and at no cost to Agency: (i) modify the BRINC Devices or Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Agency's continued use of the BRINC Devices or Services in accordance with this Agreement; or (iii) terminate Agency's subscriptions for the BRINC Devices or Services upon 30 days' written notice and refund Agency any prepaid fees covering the remainder of the subscription term of the terminated Services. This Indemnification section sets forth BRINC's sole liability to, and the Agency's exclusive remedy against, BRINC for the third-party claims described herein.

## 9. Additional Offerings; Changes to Offerings

- 9.1. Online Support Platforms. Use of BRINC's online support platforms is governed by the specific Terms of Use Appendix.
- 9.2. New offerings. New devices and services may require additional terms.
- 9.3. Design Changes. BRINC may make design changes to any BRINC Device or Service without notifying Agency or making the same change to BRINC Devices and Services previously purchased by Agency. Any such design changes will not materially decrease the overall functionality of the Services or BRINC Devices.
- 9.4. Bundled Offerings. If Agency purchases a bundled offering from BRINC and (i) some offerings in the bundle are not currently available at the time of purchase, or (ii) Agency elects not to utilize any portion of the bundle, BRINC will not provide a refund, credit, or additional discount beyond what is in the Order Form.

## 10. Use of BRINC Devices and Services

- 10.1. Third-Party Software and Services. Agency may integrate BRINC Devices or Services with Third-Party Services. The terms and conditions governing Agency's access, use, and exchange of data with Third-Party Services is solely between Agency and the Third-Party Services provider. BRINC does not endorse or support and is not responsible for Third-Party Services. Agency is solely responsible and liable for its use of Third-Party Services. BRINC has no obligation to support any integration of Third-Party Services with the Services and may cease any integrations of Third-Party Services at any time.
- 10.2. Agency Responsibilities. Agency is responsible for (a) Agency's use of BRINC Devices and Service, including ensuring that Agency and End Users adhere to all applicable laws and regulations applicable to the operation of unmanned aircraft system and that Agency and End Users operate BRINC Devices in accordance with the Documentation (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of BRINC Devices; (d) ensuring BRINC Devices are destroyed and disposed of securely and sustainably at Agency's cost; (e) any regulatory violations or fines, as a result of improper use, destruction, or disposal of BRINC Devices; and (f) ensuring no modifications are made to weaponize the BRINC Device.
- 10.3. Cloud Services. Agency may purchase cloud services from BRINC to utilize a SaaS based platform to store and manage footage captured from a BRINC Device ("**Cloud Services**"). Any data that Agency uploads to Cloud Services from a BRINC Device will be considered Agency Data. BRINC may collect and analyze information relating to Agency's use of Cloud Services and BRINC Devices, including Agency Data, in connection with Agency's use of Cloud Services. BRINC may use such information to develop and improve the Cloud Services and BRINC Devices and other BRINC offerings, but only in aggregate, anonymized form which cannot be readily linked to Agency or any specific entity or natural person ("**Aggregated Anonymous Data**"). For sake of clarity, Aggregated Anonymous Data is not Agency Data. BRINC may utilize third-party cloud hosting providers to store Agency Data. If data is stored within BRINC's cloud based partner ecosystem, such third party retains ultimate responsibility for the availability and integrity of Agency Data. BRINC will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Agency Data.
11. **Donations and Beta Tests**
- 11.1. Charitable Donations. Upon mutual agreement between BRINC and Agency, BRINC may provide certain products and services to Agency, as a charitable donation. By accepting a charitable donation, Agency represents and warrants that it may do so under applicable law. BRINC may publicly announce its participation in any such charitable donation and use Agency's name in marketing materials. BRINC may terminate the charitable program without cause immediately upon notice to the Agency.
- 11.2. Free Trials and Beta Testing. BRINC may offer optional free trial or beta access to BRINC Services or Devices. Use of free trials and betas is only for Agency's internal evaluation during a 30-day period, unless otherwise specified in writing by BRINC. Either party may terminate Agency's use of free trials and betas at any time for any reason.
- 11.3. Limitations. Trials and betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, BRINC offers no warranty, indemnity, or

support for free trials and betas or charitable donations, and its liability for such use will not exceed US\$1,000.

12. **Miscellaneous**

- 12.1. Force Majeure. Except for Agency's obligation to pay Fees owed, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 12.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 12.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 12.4. Cooperative Purchasing. To the extent legally allowed, Agency will permit other governmental agencies to utilize this Agreement under the same terms and conditions to purchase the same Services and BRINC Devices described in the Order Form.
- 12.5. Insurance. BRINC will maintain General Liability and Workers' Compensation insurance. Upon request, BRINC will supply certificates of insurance.
- 12.6. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 12.7. U.S. Government Restricted Rights. If Agency is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Agency with only those rights as provided under the terms and conditions of this Agreement.
- 12.8. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 12.9. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.
- 12.10. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. BRINC may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 12.11. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.



- 12.12. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 12.13. Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 12.14. Notices. All notices required or permitted under this Agreement must be in English and delivered in writing. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with BRINC. Notices to BRINC shall be provided to BRINC Drones Inc, Inc., Attn: Legal, 1055 N. 38th St. Seattle, WA 98103.
- 12.15. Entire Agreement. This Agreement, including any Order Form(s) or SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. Any terms within the Agency's purchase order in response to an Order Form will be void.
- 12.16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

**Agency**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**BRINC Drones, Inc.**Signature  \_\_\_\_\_  
Manoj Mohan (Nov 4, 2024 10:49 PST)Name **Manoj Mohan** \_\_\_\_\_Title **Chief Growth Officer** \_\_\_\_\_Date **Nov 4, 2024** \_\_\_\_\_

## BRINC Training Appendix

This BRINC Training Appendix applies to Agency's purchase of BRINC training services.

1. **Use of Training Services.** If Agency purchases any BRINC training services, Agency must schedule such services within 30 days of the Effective Date.
2. **End user go-live training and support sessions.**
  - 2.1. BRINC Go-Live Ground School. If Agency purchases this training services package, BRINC's training will include the following:
    - Structured training on standard device and emergency operations.
    - In-depth device charging, troubleshooting and maintenance steps.
    - Operational best practice with the respective device.
    - Reality-based scenario training.
    - Hands-on assistance with set-up and integration.
    - Support sessions
  - 2.2. BRINC Lemur Familiarization and Overview. If Agency purchases this training services package, BRINC's training will include the following:
    - Virtual overview of device nomenclature, basic and emergency operations, charging, routine maintenance and description of basic integration of the respective device.
    - Support sessions
3. **Delivery of Training**
  - 3.1. Timing. BRINC personnel will perform all training Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed to in writing.
  - 3.2. On-Site Training. If BRINC will be performing training at Agency's location, Agency is responsible for ensuring the site is suitable for training. If the training is scheduled for multiple days, the training days must be scheduled consecutively.

## BRINC Support Program Appendix

If the Agency purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program.** The BRINC Support Program is an extended full-service warranty that starts on the Subscription Term and terminates as detailed in the Order Form. The extended warranty includes unlimited repairs on BRINC Devices and unlimited replacements for any Lemur, Responder or Guardian Airframe that BRINC is unable to repair between hardware Upgrades. For BRINC Ball, BRINC will provide unlimited repairs and replacements for any BRINC Ball that BRINC is unable to repair. The extended warranty includes unlimited repairs and unlimited replacements for any Responder, Guardian or future outdoor Airframe and corresponding Station(s) that BRINC is unable to repair between hardware upgrades. The Responder and Guardian Camera payload has a maximum replacement of 1 per year if damaged or destroyed and unable to be repaired. Agency is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. **BRINC Support Program Upgrade.** If Agency has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Agency a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Order Form (“**Upgrade**”). If Agency purchased BRINC Support Program, BRINC will provide a Lemur Drone Upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories.
3. **Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Order Form without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Order Form 60 days before the end of the Subscription Term without prior confirmation from Agency.
4. **Upgrade Change.** If Agency wants a different BRINC Device model from the Upgrade offered by BRINC, Agency must pay the price difference between the MSRP for the desired BRINC Device and the MSRP for the Upgrade. If the model Agency desires has an MSRP less than the MSRP of the offered Upgrade, BRINC will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. **Firmware Updates.** BRINC will provide Updates and Upgrades to BRINC Device firmware for as long as a BRINC Device is part of an active Support Program. An “**Update**” is a generally available release that BRINC makes available from time to time. An “**Upgrade**” includes (i) new versions of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included.
6. **Return of Original BRINC Device.** Within 30 days of receiving an Upgrade, Agency must return the original BRINC Devices to BRINC or destroy the BRINC Devices and provide a certificate of destruction to BRINC including serial numbers for the destroyed BRINC Devices. If Agency does not return or destroy the BRINC Devices, BRINC will deactivate the serial numbers for the BRINC Devices received by Agency. If Agency does not return or destroy the BRINC Devices, (i) Agency cannot resell, gift, or donate the BRINC Devices; (ii) Agency will not allow

the BRINC Devices to be used for personal use; (iii) Agency must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices.

7. **Termination.** If Agency's payment for BRINC Support Program is more than 30 days past due, BRINC may terminate Agency's BRINC Support Program purchase. Once the BRINC Support Program terminates for any reason, then:
  - 7.1. BRINC Support Program coverage terminates as of the date of termination and no refunds will be given.
  - 7.2. BRINC will not and has no obligation to provide Upgrades.
  - 7.3. Agency must make any missed payments due to the termination before Agency may purchase any future BRINC Support Program.
8. **Trade-in.** If the Order Form contains a discount on Lemur related line items, including items related to Support Program Plans, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to BRINC. BRINC will pay shipping costs of the return. If BRINC does not receive Trade-In Units within the timeframe below, BRINC will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.



## BRINC Live Operations Appendix

If Agency purchases BRINC Live Operations or a bundle including BRINC Support Program, this appendix applies.

### 1. **BRINC Live Operations Subscription Term.**

- 1.1. As a Bundled Offering. If Agency purchases BRINC Live Operations as part of a bundled offering, the BRINC Live Operations subscription begins on the later of the (1) start date of that bundled offering, or (2) date BRINC provisions BRINC Live Operations to Agency.
- 1.2. As a Standalone. If Agency purchases BRINC Live Operations as a standalone, the BRINC Live Operations subscription begins the later of the (1) date BRINC provisions BRINC Live Operations to Agency, or (2) first day of the month following the Effective Date.
- 1.3. End Date. The BRINC Live Operations subscription term will end upon the completion of the Subscription Term as documented in the Order form.

2. **Scope of BRINC Live Operations.** The scope of BRINC Live Operations is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses BRINC Live Operations outside this scope or Agency's data usage suggests use outside of the scope, BRINC may initiate good-faith discussions with Agency on upgrading Agency's BRINC Live Operations to better meet Agency's needs. For Drone deployments, the licensed pilot is ultimately responsible for the aircraft and LiveOps is an assistance tool to fly remotely. BRINC cannot guarantee 100% connection to the aircraft from LiveOps.

3. **Partner Networks.** BRINC Live Operations relies on the support of third-party wireless providers ("**Partner Networks**"). Partner Networks are made available as-is and the Partner Networks make no warranties or representations as to the availability or quality of roaming service provided by the Partner Networks. The Partner Networks will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying Partner Network or its affiliates or contractors, and Agency is not a third-party beneficiary of any agreement between BRINC and Partner Networks.

4. **Data Plan.** BRINC is responsible for handling all customer satisfaction issues related to the Data Plan, for which the BRINC provided SIM card is integral to its operation. BRINC will invoice Agency for Data Plan and SIM card directly. The Data Plan utilizes Partner Networks, but BRINC will be responsible for all network related issues. If data is stored within BRINC's cloud based partner ecosystem, ultimate responsibility for data availability and integrity will be the responsibility of the partner.

5. **Termination.** Upon termination of this Agreement or applicable Order Form, or if Agency stops paying for BRINC Live Operations or a bundle that includes BRINC Live Operations, BRINC will end BRINC Live Operations services, including any BRINC-provided LTE service.

### **Drones as a First Responder Early Access Program**

If Agency participates in the Drones as a First Responder Early Access Program, this appendix applies.

1. **Early Access.** If BRINC provides Agency access to the Drones as a First Responder Early Access Program (“**Program**”) before BRINC makes the Drones as a First Responder service generally available, BRINC will provide Agency with early access to the Program for the purpose of testing, evaluation, and feedback. Agency acknowledges and agrees that participation in the Program does not entitle Agency to any discounts, reduced fees, or other benefits not explicitly stated in this Agreement. The Program is not intended as a discount or incentive program.
2. **Feedback and Testing.** Agency agrees to provide feedback, reports, and test results to BRINC, including any issues, suggestions, or improvements related to the products and services used during the Program. BRINC may use Agency's feedback and suggestions to improve its products and services but is under no obligation to implement or adopt any of the feedback provided by Agency.

Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Agency related to the Program or other BRINC products or services, including for the purpose of improving and enhancing BRINC's offerings.

3. **Consulting Services.** If Agency's use of the Program includes consulting services, the parties will enter into a separate statement of work to further describe the deliverables as part of such consulting services.
4. **Confidentiality.** Agency agrees to maintain the confidentiality of all information, materials, and data related to the Program, including any pre-release versions of the products and services, and shall not disclose such information to any third party without BRINC's prior written consent.

## BRINC Integrations Appendix

If Agency purchases any offerings from BRINC involving integrations with Third-Party Services, this appendix applies.

1. **Scope.** The Quote or a statement of work (SOW) will identify whether Agency or BRINC is responsible for completing integration work.
2. **Use of API.** Agency may utilize BRINC's API to facilitate an integration between BRINC Services and Third-Party Services. If Agency utilizes BRINC's API for such purpose, BRINC grants to Agency a non-exclusive, non-transferable, revocable, personal license to use the API and associated documentation, solely for internal use and solely in connection with Agency's access to BRINC Services, during the Term. Agency shall ensure proper integration with the latest version of BRINC's API promptly following BRINC making it generally available in accordance with the applicable documentation made available by BRINC.
3. **Support.** If BRINC is responsible for the integration work, for 30 days after completing integration services, BRINC will provide up to five hours of remote support at no additional charge. If Agency maintains a subscription or license to BRINC Services, BRINC will provide Agency free support for issues caused by changes to BRINC Services. BRINC is not responsible for providing support for issues caused by changes to Agency's software or systems, or for issues caused by Third-Party Services.
4. **Agency Responsibilities.** If BRINC performs the integration work, Agency will:
  - a. Make available relevant Agency systems to BRINC;
  - b. Make required modifications to Agency's hardware, facilities, systems, networks, or software as needed for BRINC to successfully complete the integration;
  - c. Ensure that knowledgeable staff who are familiar with Agency's systems are available as reasonably needed to support and complete the integration work;
  - d. Ensure all appropriate data backups are performed; and
  - e. Provide assistance and participate in any testing required for the integration.



# City of Hattiesburg, MS BRINC Advanced Drone Program

**City of Hattiesburg, MS**

701 James St

Hattiesburg, MS 39401

United States

**Toby Barker**

Mayor

tbarker@hattiesburgms.com

6013073802

Reference: 20240226-120858635

Quote created: February 26, 2024

Quote expires: December 31, 2024

Quote created by: Mark Lang

Territory Account Executive

mark.lang@brincdrones.com

+19727545929

Any applicable taxes the agency owes will be added when invoicing if they are not included in this quote. If the agency is tax-exempt, please provide documentation to your BRINC Drones point of contact.

**This quote is non-binding and for budgetary purposes only**

**Comments from Mark Lang**

This quote reflects early adopter incentives in the BRINC Trail Blazer Program and an Invitation to join the BRINC Customer Advisory Board.

Prices good until 12/31/2024.

| Item & Description                                                   | Quantity & Total                               |
|----------------------------------------------------------------------|------------------------------------------------|
| City of Hattiesburg Advanced Drone Program Year 1                    | 1 x <del>\$149,997.00</del>                    |
| Hardware Delivery:                                                   | after \$99,998.00 discount <b>\$49,999.00</b>  |
| LEMUR 2 Indoor Tactical Drone                                        |                                                |
| LiveOps Tactical                                                     |                                                |
| COA Assistance                                                       |                                                |
| Policy Guidance                                                      |                                                |
| City of Hattiesburg Advanced Drone Program Year 2                    | 1 x <del>\$149,997.00</del>                    |
| Delivery of:                                                         | after \$37,497.00 discount <b>\$112,500.00</b> |
| 1x Responder Drone (including LiveOps overwatch for police and fire) |                                                |
| 1x Responder Drone with Single Site Station                          |                                                |
| Implementation of the DFR Program                                    |                                                |
| - Hardware installation at single-site                               |                                                |
| LiveOps DFR                                                          |                                                |
| - Community Transparency Portal                                      |                                                |
| - Teleoperations                                                     |                                                |
| Training                                                             |                                                |



| Item & Description                                                           | Quantity & Total                               |
|------------------------------------------------------------------------------|------------------------------------------------|
| City of Hattiesburg Advanced Drone Program Year 3                            | 1 x <del>\$149,997.00</del>                    |
| Hardware refresh of LEMUR 2 including training                               | after \$37,497.00 discount <b>\$112,500.00</b> |
| LEMUR 2 unlimited repairs and replacements                                   |                                                |
| Responder Unlimited repairs, up to 1 camera replacement per year (if needed) |                                                |
| Station Maintenance                                                          |                                                |
| LiveOps Tactical                                                             |                                                |
| LiveOps Overwatch                                                            |                                                |
| LiveOps DFR                                                                  |                                                |
| City of Hattiesburg Advanced Drone Program Year 4                            | 1 x <del>\$149,997.00</del>                    |
| Upgrade of Responder Single Site to Guardian Single Site and Station         | after \$37,497.00 discount <b>\$112,500.00</b> |
| Implementation including installation                                        |                                                |
| Hardware refresh of Responder (overwatch for police and fire)                |                                                |
| Training                                                                     |                                                |
| LEMUR 2 unlimited repairs and replacements                                   |                                                |
| Responder Unlimited repairs, up to 1 camera replacement per year (if needed) |                                                |
| Station Maintenance                                                          |                                                |
| LiveOps Tactical                                                             |                                                |
| LiveOps Overwatch                                                            |                                                |
| LiveOps DFR                                                                  |                                                |
| City of Hattiesburg Advanced Drone Program Year 5                            | 1 x <del>\$149,997.00</del>                    |
| Hardware refresh of LEMUR 2 including training                               | after \$37,497.00 discount <b>\$112,500.00</b> |
| LEMUR 2 unlimited repairs and replacements                                   |                                                |
| Responder Unlimited repairs, up to 1 camera replacement per year (if needed) |                                                |
| Guardian Unlimited repairs, up to 1 camera replacement per year (if needed)  |                                                |
| Station Maintenance                                                          |                                                |
| LiveOps Tactical                                                             |                                                |
| LiveOps Overwatch                                                            |                                                |
| LiveOps DFR                                                                  |                                                |

One-time subtotal

\$499,999.00

after \$249,986.00 discount

|                      |              |
|----------------------|--------------|
| Total                | \$499,999.00 |
| Total contract value | \$499,999.00 |

Purchase Terms and Bundle Details

This quote is governed by the terms and conditions found in the Brinc Master Services Agreement

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Payment Schedule

| Name      | Due date        | Amount       |
|-----------|-----------------|--------------|
| Payment 1 | Upon Delivery   | \$49,999.00  |
| Payment 2 | Start of Year 2 | \$112,500.00 |
| Payment 3 | Start of Year 3 | \$112,500.00 |

| Name      | Due date        | Amount       |
|-----------|-----------------|--------------|
| Payment 4 | Start of Year 4 | \$112,500.00 |
| Payment 5 | Start of Year 5 | \$112,500.00 |

## Questions? Contact me



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Territory Account Executive

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