

Revised.



Revised.

**Tuesday, June 3, 2025
10:00 AM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

**Note: Pursuant to Ordinance No. 3117, the City Council meeting scheduled for Tuesday, June 3, 2025, will commence at 10:00 a.m. to accommodate the municipal elections.*

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2025-452** Approve the minutes for the May 19 & 20, 2025 meetings of the City Council.
2. **2025-430** Accept the Planning Commission's recommendation to approve a conditional use request for "Mobile Home Park," made by Meoucia Breland, Property Owner/Applicant, for R-1C properties located at 134 and 140 Stepts Avenue (PPIN 6534 & 46107, Forrest County, Ward 5).
3. **2025-448** Adopt a Resolution acknowledging and adopting the Services and Facilities Plan.
4. **2025-437** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
5. **2025-432** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
6. **2025-435** Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.
7. **2025-379** Approve the purchase of property located at PPIN 27462, Parcel # 2-024K-31-006.00 in the amount of \$17,500.00 and authorize the Mayor to execute any and all necessary documents at closing. Authorize the issuance of a manual check, including closing costs, for the same.

8. **2025-427** Approve the purchase of property located at PPIN 20013, Parcel # 2-029F-04-111.00 in the amount of \$2,567.50 and authorize the Mayor to execute any and all necessary documents at closing. Authorize the issuance of a manual check, including closing costs, for the same.

- 9 **2025-428** Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the MLK Avenue Area Infrastructure Improvements Project to adjust quantities to actuals and increase the contract amount by \$63,747.93 for a final contract amount of \$4,140,529.43 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$353,437.42

10. **2025-431** Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the Edward Street Infrastructure Rehabilitation Project to adjust quantities to actuals and reduce the contract amount by \$211,265.37 for a final contract amount of \$1,205,594.63 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$308,746.53.

11. **2025-455** Approve Memorandum of Agreement between the City of Hattiesburg and the University of Southern Mississippi for improvements associated with the Fourth Street Improvements-Phase IV Project, (Project No. STP-7194-00(004)LPA/109376-701000), and authorize the Mayor to execute the same.

12. **2025-449** Acknowledge the receipt of a Quitclaim Deed from the Midtown Merchants Association, Inc., for the Midtown Green Park Bandshell.

13. **2025-454** Adopt a Resolution naming the Midtown Green Bandshell and Midtown Green Playground.

14. **2025-439** Acknowledge receipt of proposals for the City of Hattiesburg's Broadband Installation project received on May 30, 2024; accept the proposal submitted by C Spire and authorize the Mayor to execute the agreement.

15. **2025-450** Acknowledge bids received on May 22, 2025, for the 4121B HCAC Renovation 2024 project and accept the bid of Jay-Van Company, LLC as the best bid received and authorize execution of contract upon preparation.

16. **Removed.**

ROUTINE AGENDA

1. **2025-447** Ratify the engagement of The Arbitrage Group, Inc., to provide calculations of arbitrage earnings for the Series 2019, Special Obligation Bonds and authorize issuance of a manual check for the service.
2. **2025-438** Acknowledge receipt of the Two-Quote Docket.
3. **2025-442** Approve and authorize Substantial Amendment #2 to the 2019 Annual Action Plan to include Housing Rehabilitation and Reconstruction as an eligible activity under CDBG-CV (CARES) funding for the City of Hattiesburg; authorize submission to the U. S. Department of Housing and Urban Development (HUD).
4. **2025-443** Approve Revised Emergency Roof Repair Initiative Program Manual Guidelines.
5. **2025-444** Approve Revised Housing Rehabilitation and Housing Repair Grants Program Guidelines Manual (CDBG) {Entitlement}.
6. **2025-445** Approve Revised Emergency Repair Program Manual Program Guidelines Manual (CDBG) {Entitlement}.
7. **2025-451** Approve the sale of grave spaces per attached receipts.
8. **2025-441** Approve claims docket for the period ending May 31, 2025.
9. **2025-456** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg Water Pollution Control Revolving Loan Fund Improvement Project.

In Memoriam:

- *Mr. Herbert Donell Brannon*
- *Ms. Gwendolyn Murphy Evans*
- *Mr. James A. "Gee-Gee" Trussell*

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu Jolly, Deputy Clerk of Council
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, June 3, 2025
Re: Approve the minutes for the May 19 & 20, 2025 meetings of the City Council.
File Number: 2025-452
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the June 3, 2025 City Council meeting for consideration.

Published Agenda



Monday, May 19, 2025
4:00 PM

City Council
Monday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Public Hearing

MB 2023
Page #

p.	1.	2025-371	Hold a Public Hearing for an appeal as filed by Rosa Lidia Chicas Maravilla, Property Owner, to appeal the Hattiesburg Historic Conservation Commission’s decision of denial for a request filed by Rosa Lidia Chicas Maravilla, regarding the request for exterior modifications at 112 E 8th Street. The Hattiesburg Historic Conservation Commission voted to deny the request on April 9, 2025.
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Agenda Review

Citizens’ Forum

Meeting Recess

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing at 4:00 p.m. on Monday, May 19, 2025**, in the Council Chambers at City Hall, to consider **an appeal filed by Rosa Lidia Chicas Maravilla**, property owner, of the Hattiesburg Historic Conservation Commission’s April 9, 2025 decision denying her request for exterior modifications at **112 E. 8th Street**.

This meeting convened following the Council’s adjourned Special Called Meeting of May 9, 2025.

In attendance were members of the City Council Jeffrey George, Ward 1(*via teleconference at 4:09 p.m.); Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. ***Others in attendance were*** Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.
Absent: Mayor Toby Barker.

Council Vice President Ware called the meeting to order and explained the procedures.

Public Hearing for an Appeal

1.	2025-371	Hold a Public Hearing for an appeal as filed by Rosa Lidia Chicas Maravilla, Property Owner, to appeal the Hattiesburg Historic Conservation Commission’s decision of denial for a request filed by Rosa Lidia Chicas Maravilla, regarding the request for exterior modifications at 112 E 8th Street. The Hattiesburg Historic Conservation Commission voted to deny the request on April 9, 2025.
Attachments: 112 E 8 th St data sheet		

Russell Archer, Historic Preservation Planner, presented a historical overview of the case.

Council Vice President Ware called upon the appellant, Rosa Lidia Chicas Maravilla, to present her appeal.

Ms. Maravilla was not present.

Council Vice President Ware then invited any members of the public who wished to speak on the appeal.

No citizens came forward to offer comments.

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

**Following the Public Hearing, Council President George joined the meeting via teleconference.*

Agenda Review

Council Vice President Ware proceeded with the Agenda Review.

Following discussion of the agenda items, Council Vice President Ware **closed the Agenda Review.**

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizen addressed the Council:

- *Virginia Smith, 200 Tuscan Ave., Apt. A*

There being no other individuals wishing to speak, **Council Vice President Ware closed the Citizens' Forum.**

Meeting Recess

Council Vice President Ware declared the meeting recessed at 4:59 p.m. on this 19th day of May 2025,
by unanimous consent, to reconvene on the 20th day of May 2025.

MINUTES CERTIFICATION AND APPROVAL

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Tuesday, May 20, 2025
5:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

MB 2023

Page #

<i>p.</i>	1. 2025-417	Approve the minutes for the May 5, 6 & 9, 2025 meetings of the City Council.
<i>p.</i>	2. 2025-370	Approve or Deny an appeal as filed by Rosa Lidia Chicas Maravilla, Property Owner, to appeal the Hattiesburg Historic Conservation Commission’s decision of denial for a request filed by Rosa Lidia Chicas Maravilla, for exterior modifications at 112 E 8th Street. The Hattiesburg Historic Conservation Commission voted to deny the request on April 9, 2025.
<i>p.</i>	3. 2025-408	Accept the recommendation of the Planning Commission to adopt an Ordinance that includes amendments to the Land Development Code (Ordinance No. 3209, as amended) to support the implementation of the Right Down Broadway Master Plan, requested by the City of Hattiesburg. These amendments include adding a new overlay district, new definitions, and some minor use changes.
<i>p.</i>	4. 2025-414	Accept the recommendation of the Planning Commission to adopt an Ordinance that includes amendments to the Official Zoning Map along Broadway Drive and West Pine Corridors to support the implementation of the Right Down Broadway Master Plan, requested by the City of Hattiesburg. These amendments include the rezoning of multiple parcels and placing the mentioned parcels into the Broadway Corridor Overlay District (BCO).
<i>p.</i>	5. 2025-411	Accept the Planning Commission’s recommendation to approve a conditional use request for “Group Home” for a R-1A zoned property, made by Jeanette Powell-Hooper, Property Owner/Applicant, and Bennie Powell, Representative, for a property located at 105 N 19th Avenue (PPIN 16061, Forrest County, Ward 4).
<i>p.</i>	6. 2025-410	Accept the Planning Commission’s recommendation to approve a conditional use request for “Places of Assembly Not Otherwise Listed” for a R-3 zoned property, made by True Light Missionary Baptist Church, Property Owners, Archie Morris, Applicant, and Jeff Pittman, Engineer, for a property located at 500 Hutchinson Avenue (PPIN 26620 & 26616, Forrest County, Ward 4).
<i>p.</i>	7. 2025-413	Accept the Planning Commission’s recommendation to approve a conditional use request for “Parking Lot” for an MX-3 zoned property, made by Forrest General Hospital, Property Owner/Applicant, Charlie Williamson, Representative, Levi Weeks, Applicant/Engineer, for a property located at 2701 Camp Street (PPIN 16526 & 16525, Forrest County, Ward 4).
<i>p.</i>	8. 2025-415	Accept the recommendation of the Board of Adjustment to approve a variance request from the 4-foot requirement for fencing to instead allow for a 6-foot fence for a B-3 zoned property, made by Jimmy Odom, Property Owner, and Scott Martin, Applicant,for a property located at 700 Bouie Street (PPIN 17508, 17509, and 17510, Forrest County, Ward 2).
<i>p.</i>	9. 2025-412	Accept the Planning Commission’s recommendation to approve a conditional use request for “Contractor’s Office” for a B-3 zoned property, made by Jimmy Odom, Property Owner, and Scott Martin, Applicant, for a property located at 700 Bouie Street (PPIN 17508, 17509, and 17510, Forrest County, Ward 2).
<i>p.</i>	10. 2025-416	Review a request for sign variances made by Hattiesburg Clinic, Property Owner, Joey Davion, Property Owner, and Cliff Hensarling, applicant, for multiple variances for two signs from the requirement of a sign height of 5ft to instead allow for 8’- 2”, a variance from the requirement of overall sign area of 60 square feet to instead allow for 283.7 square feet, and a variance from the maximum requirement of height of placement of the sign of 18 ft to instead allow for 52’ – 4” ft for an EM-6 zoned property located at 415 S 28th Avenue (PPIN 17824 and 17815, Forrest County, Ward 3). The Board of Adjustment offered no recommendation.
<i>p.</i>	11. 2025-378	Adopt a Resolution declaring property located at PPIN 15625, Parcel # 2-029I-10-041.00 as surplus and authorize the sale of said property to Alford's Estate, LLC., in the amount of \$12,000.00, and authorize the Mayor to execute any and all necessary documents to the same.

p.	12. 2025-424	Adopt a Resolution setting Public Hearing on Monday, June 16, 2025 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
p.	13. 2025-381	Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
p.	14. 2025-369	Approve Supplemental Agreement No. 1 with Jay Bearden, Inc. for the Arcadia Sunset Water Improvement Project to adjust quantities to actuals and reduce the contract amount by \$50,807.25 for a final contract amount of \$597,019.25 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$39,191.33.
p.	15. 2025-375	Approve Supplemental Agreement No. 1 with R & J Construction, Inc. for the Country Club Road Reconstruction Project (STP-8760-00(005)LPA/108134-70100) to account for certain changes to pay items resulting in a contract decrease of \$6,950.08 and Ratify the Mayor's signature on said agreement.
p.	16. 2025-376	Approve Agreement between City of Hattiesburg and Downtown Hattiesburg Association (DHA), a designated Mississippi Main Street Association (MMSA) member to provide operational support for Downtown Hattiesburg Association's partnered events; authorize manual check and the Mayor to execute the same.
p.	17. 2025-322	Take from the Table; Approve the Contract for Purchase and Sale of Real Property between Forrest County Industrial Park for Commission and MMC Materials, Inc, effective April 8, 2025.
p.	18. 2025-380	Acknowledge Request For Qualifications received on May 1, 2025, for Financial Consulting Services for HUD CDBG & HOME Programs and accept the bid from Compliance One Consulting, LLC for \$10,036.80 and authorize the Mayor to execute the same.
p.	19. 2025-425	Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Zeon Chemicals, L.P. for a period not to exceed ten (10) years, commencing December 31, 2022, with a true total value of \$868,124.09; adopt the final order allowing same.
p.	20. 2025-426	Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Excel Injection Molding, Inc. for a period not to exceed five (5) years, commencing December 31, 2022, with a true total value of \$243,416.00; adopt the final order allowing same.

ROUTINE AGENDA

p.	1. 2025-419	Acknowledge receipt of conveyance of property as per attached deed to City of Hattiesburg.
p.	2. 2025-377	Acknowledge receipt of the monthly budget report for the month ending April 30, 2025.
p.	3. 2025-374	Approve and Authorize publication of a Request for Qualifications for Environmental Review Consulting Services.
p.	4. 2025-408	Approve Specifications and Authorize Publication for one (1) 2024 or newer bucket truck for the City of Hattiesburg Traffic Division.
p.	5. 2025-418	Approve and authorize the publication of the Notice of Intent to Request Release of Funds for Emergency Roof Repair Projects.
p.	6. 2025-420	Approve and authorize the advertisement and publication of a Request for Proposals (RFP) for the development and implementation of a Comprehensive Rebranding Strategy for the City of Hattiesburg.
p.	7. 2025-421	Approve the City's purchase of (1) one grave space, located in Section 39, Lot 18, the North Half (N1/2) of the Northwest Quarter (NW (1/4) at Highland Cemetery, Minute book# 2022 and page# 91, in the amount of \$175.00 from Elaine Kersh, Authorize manual check for the same.
p.	8. 2025-423	Approve the sale of grave spaces per attached receipts.
p.	9. 2025-422	Approve claims docket for the period ending May 16, 2025.

In Memoriam:

- *Mrs. Vernell Showers Magee*
- *Mr. John Sims, Jr.*

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **regular meeting at 5:00 p.m. on Tuesday, May 20, 2025**, in the **Council Chambers at City Hall**; *the same being a continuation of the recessed meeting held on May 19, 2025.*

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

Council Vice President Ware Called the meeting to order at 5:00 p.m.

Call to Prayer and Pledge of Allegiance

The prayer was given by *Officer David Matos*.
The Pledge of Allegiance was led by *Kermas Eaton*.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.
There were no presentations at this time.

POLICY AGENDA

Council Vice President Ware asked if there were any adjustments to the agenda.
The Clerk of Council responded that there were none.
THE MATTER OF THE AGENDA ORDER was before the Council.
THE POLICY AGENDA was then considered.

1.	2025-417	Approve the minutes for the May 5, 6 & 9, 2025 meetings of the City Council. <u>Attachments:</u> <u>05-05-2025 APH, AR Mins.</u> <u>05-06-2025 Mins.</u> <u>05-09-2025 SCM-XS Mins.</u>
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A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** the minutes for the *May 5, 6 & 9, 2025 meetings* of the City Council.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

2.	2025-370 [DENIED]	Approve or Deny an appeal as filed by Rosa Lidia Chicas Maravilla, Property Owner, to appeal the Hattiesburg Historic Conservation Commission’s decision of denial for a request filed by Rosa Lidia Chicas Maravilla, for exterior modifications at 112 E 8th Street. The Hattiesburg Historic Conservation Commission voted to deny the request on April 9, 2025. <u>Attachments:</u> <u>112 E 8th St_data sheet</u>
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A MOTION was made by Council Member Brown and seconded by Council Member Carroll to **DENY** an appeal for exterior modifications at *112 E 8th Street*.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

3.	2025-408 [ORD#3379]	Accept the recommendation of the Planning Commission to adopt an Ordinance that includes amendments to the Land Development Code (Ordinance No. 3209, as amended) to support the implementation of the Right Down Broadway Master Plan, requested by the City of Hattiesburg. These amendments include adding a new overlay district, new definitions, and some minor use changes.
	<u>Attachments:</u>	<u>Item A - Staff Memo - Broadway Updates</u> <u>Ordinance - LDC Amendments - RIGHT DOWN BROADWAY - Final Draft</u> <u>Minutes- May 2025- HPC</u> <u>Item A - Staff Memo - Broadway Updates</u> <u>Ordinance - LDC Amendments - RIGHT DOWN BROADWAY - Final Draft</u> <u>Minutes- May 2025- HPC</u>

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** an **ORDINANCE** [#3379] that includes amendments to the Land Development Code (*Ordinance No. 3209*) to support the implementation of the *Right Down Broadway Master Plan*.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

4.	2025-414 [ORD#3380]	Accept the recommendation of the Planning Commission to adopt an Ordinance that includes amendments to the Official Zoning Map along Broadway Drive and West Pine Corridors to support the implementation of the Right Down Broadway Master Plan, requested by the City of Hattiesburg. These amendments include the rezoning of multiple parcels and placing the mentioned parcels into the Broadway Corridor Overlay District (BCO).
	<u>Attachments:</u>	<u>Item A - Staff Memo - Broadway Updates</u> <u>Ordinance - RIGHT DOWN BROADWAY REZONING - Final Draft</u> <u>Minutes- May 2025- HPC</u> <u>Item A - Staff Memo - Broadway Updates</u> <u>Ordinance - RIGHT DOWN BROADWAY REZONING - Final Draft</u> <u>Minutes- May 2025- HPC</u>

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** an **ORDINANCE** [#3380] that includes amendments to the Official Zoning Map along Broadway Drive and West Pine Corridors to support the implementation of the *Right Down Broadway Master Plan*.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

5.	2025-411	Accept the Planning Commission’s recommendation to approve a conditional use request for “Group Home” for a R-1A zoned property, made by Jeanette Powell-Hooper, Property Owner/Applicant, and Bennie Powell, Representative, for a property located at 105 N 19th Avenue (PPIN 16061, Forrest County, Ward 4).
	<u>Attachments:</u>	<u>Item F Staff Report- 105 N 19th Avenue- Conditional Use Request</u> <u>F Image Sheet - 105 N 19th Avenue</u> <u>105 N 19th - PH Application CC</u> <u>site plan plat</u> <u>Minutes- May 2025- HPC</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** conditional use request for a “Group Home” for an R-1A zoned property located at *105 N 19th Ave.*

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

6.	2025-410	Accept the Planning Commission’s recommendation to approve a conditional use request for “Places of Assembly Not Otherwise Listed” for a R-3 zoned property, made by True Light Missionary Baptist Church, Property Owners, Archie Morris, Applicant, and Jeff Pittman, Engineer, for a property located at 500 Hutchinson Avenue (PPIN 26620 & 26616, Forrest County, Ward 4).
	<u>Attachments:</u>	<u>Item D Staff Report- 500 Hutchinson Avenue - Conditional Use Request</u> <u>D Image Sheet - 500 Hutchinson</u> <u>500 Hutchinson - PH Application CC</u> <u>Site Plan</u> <u>Minutes- May 2025- HPC</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** conditional use request for “Places of Assembly Not Otherwise Listed” for a R-3 zoned property located at *500 Hutchinson Avenue.*

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

7.	2025-413	Accept the Planning Commission’s recommendation to approve a conditional use request for “Parking Lot” for an MX-3 zoned property, made by Forrest General Hospital, Property Owner/Applicant, Charlie Williamson, Representative, Levi Weeks, Applicant/Engineer, for a property located at 2701 Camp Street (PPIN 16526 & 16525, Forrest County, Ward 4).
	<u>Attachments:</u>	<u>Item H Staff Report- 2701 Camp Street- Conditional Use Request</u> <u>H Image Sheet - 2701 Camp Street</u> <u>89722115_FGH PARKING ADDITION_3-28-25</u> <u>Parcel No. - 2-028O-08-286.00</u> <u>Parcel No. - 2-028O-08-287.00</u> <u>Minutes- May 2025- HPC</u> <u>Exhibit A - Letter of Opposition Ingram</u> <u>Exhibit B - Letter of Opposition Lowrey</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** conditional use request for “Parking Lot” for an MX-3 zoned property located at *2701 Camp Street.*

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

8.	2025-415	Accept the recommendation of the Board of Adjustment to approve a variance request from the 4-foot requirement for fencing to instead allow for a 6-foot fence for a B-3 zoned property, made by Jimmy Odom, Property Owner, and Scott Martin, Applicant, for a property located at 700 Bouie Street (PPIN 17508, 17509, and 17510, Forrest County, Ward 2).
	<u>Attachments:</u>	<u>Item A- Staff Summary- 700 Bouie Street</u> <u>A Image Sheet - 700 Bouie Street</u> <u>800 Bouie St - PH application CC</u> <u>site plan</u> <u>Minutes- May 2025- BOA</u>

A **MOTION** was made by Council Member Delgado and seconded by Council Member Carroll to **APPROVE** a variance request to allow for a 6-foot fence for a B-3 zoned property located at *700 Bouie Street*.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

9.	2025-412	Accept the Planning Commission’s recommendation to approve a conditional use request for “Contractor’s Office” for a B-3 zoned property, made by Jimmy Odom, Property Owner, and Scott Martin, Applicant, for a property located at 700 Bouie Street (PPIN 17508, 17509, and 17510, Forrest County, Ward 2).
	<u>Attachments:</u>	<u>Item G Staff Report- 700 Bouie Street- Conditional Use Request</u> <u>G Image Sheet - 700 Bouie Street</u> <u>800 Bouie St - PH application CC</u> <u>site plan</u> <u>Minutes- May 2025- HPC</u>

A **MOTION** was made by Council Member Delgado and seconded by Council Member Brown to **APPROVE** conditional use request for “Contractor’s Office” for a B-3 zoned property located at *700 Bouie Street*.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

10.	2025-416	Approve or Deny a request for sign variances made by Hattiesburg Clinic, Property Owner, Joey Davion, Property Owner, and Cliff Hensarling, applicant, for multiple variances for two signs from the requirement of a sign height of 5ft to instead allow for 8’- 2”, a variance from the requirement of overall sign area of 60 square feet to instead allow for 283.7 square feet, and a variance from the maximum requirement of height of placement of the sign of 18 ft to instead allow for 52’ – 4” ft for an EM-6 zoned property located at 415 S 28th Avenue (PPIN 17824 and 17815, Forrest County, Ward 3). The Board of Adjustment offered no recommendation.
	<u>Attachments:</u>	<u>Item B- Staff Summary- 415 S 28th Avenue</u> <u>B Image Sheet - 415 S 28th Ave</u> <u>415 S 28th Ave - PH Application CC</u> <u>HC replacement letters 072312 S3R2 E sq Ft proposed</u> <u>HC replacement letters 072312 S3R2 N sq Ft existing</u> <u>HC replacement letters 072312 S3R2 N sq Ft proposed</u> <u>HC replacement letters 072312 S3R2 E sq Ft existing</u> <u>Minutes- May 2025- BOA</u>

A **MOTION** was made by Council Member Delgado and seconded by Council Member Brown to **APPROVE** a request for multiple sign variances allowing: ⁽¹⁾ two signs with a height of 8 feet 2 inches; ⁽²⁾ a total sign area of 283.7 square feet; and ⁽³⁾ a placement height of 52 feet 4 inches for a sign on an EM-6 zoned property located at *415 S. 28th Avenue*.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

11.	2025-378 [RES#2025-108]	Adopt a Resolution declaring property located at PPIN 15625, Parcel # 2-029I-10-041.00 as surplus and authorize the sale of said property to Alford's Estate, LLC., in the amount of \$12,000.00, and authorize the Mayor to execute any and all necessary documents to the same.
	<u>Attachments:</u>	<u>2025016 - 514 E Pine Street - Appraisal</u> <u>514 E Pine St</u> <u>SURPLUS RESOLUTION - Parcel 2-029I-10-041.00</u> <u>15625 deed</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** a **RESOLUTION** [#2025-108] declaring property located at PPIN 15625, Parcel # 2-029I-10-041.00 as surplus and authorize the sale of said property to *Alford's Estate, LLC.*, in the amount of \$12,000.00, and authorize the Mayor to execute any and all necessary documents to the same.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

12.	2025-424 [RES#2025-109]	Adopt a Resolution setting Public Hearing on Monday, June 16, 2025 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
	<u>Attachments:</u>	<u>Request to Set Public Hearing –CE 05 20 2025</u> <u>PH Resolution</u>

A **MOTION** was made by Council Member Carroll and seconded by Council President George to **ADOPT** a **RESOLUTION** [#2025-109] *setting Public Hearing on Monday, June 16, 2025 at 4:00 p.m.* in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

There being no discussion, the motion carried with the following vote:

Yeas: 3 – George *(via teleconference)*, **Carroll and Ware**

Nays: 2 – Delgado and Brown

13.	2025-381 [RES#2025-110-113]	Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
	<u>Attachments:</u>	<u>Adjudication Memo 05/20/2025</u> <u>1. 523 Louise St Adjudication Resolution</u> <u>2. 525 Louise St Adjudication Resolution</u> <u>3. 815 Country Club Rd Adjudication Resolution</u> <u>4. 906 Short 7th St Adjudication Resolution</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** **RESOLUTIONS** [#2025-110-113] adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the listed properties *(attached)*.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

14.	2025-369	Approve Supplemental Agreement No. 1 with Jay Bearden, Inc. for the Arcadia Sunset Water Improvement Project to adjust quantities to actuals and reduce the contract amount by \$50,807.25 for a final contract amount of \$597,019.25 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$39,191.33.
	<u>Attachment:</u>	<u>Pay Est 11-final and close out docs</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** Supplemental Agreement No. 1 with *Jay Bearden, Inc.* for the Arcadia Sunset Water Improvement Project to adjust quantities, reducing the contract by \$50,807.25 to a final amount of \$597,019.25, and to **AUTHORIZE** the Mayor to execute agreement in multiples, final acceptance and closeout of the project, and final application payment of \$39,191.33.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

15.	2025-375	Approve Supplemental Agreement No. 1 with R & J Construction, Inc. for the Country Club Road Reconstruction Project (STP-8760-00(005)LPA/108134-70100) to account for certain changes to pay items resulting in a contract decrease of \$6,950.08 and Ratify the Mayor's signature on said agreement.
	Attachment:	<u>Supplemental Agreement #1 - signed</u>

A **MOTION** was made by Council Member Brown and seconded by Council Member Carroll to **APPROVE** Supplemental Agreement No. 1 with *R & J Construction, Inc.* for the Country Club Road Reconstruction Project (STP-8760-00(005)LPA/108134-70100) to account for certain changes to pay items resulting in a contract decrease of \$6,950.08 and **RATIFY** the Mayor's signature on said agreement.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

16.	2025-376	Approve Agreement between City of Hattiesburg and Downtown Hattiesburg Association (DHA), a designated Mississippi Main Street Association (MMSA) member to provide operational support for Downtown Hattiesburg Association’s partnered events; authorize manual check and the Mayor to execute the same.
	Attachments:	<u>2025 DHA-CoH MOA</u> <u>2025 DHA-CoH MOA</u>

A **MOTION** was made by Council Member Delgado and seconded by Council Member Carroll to **APPROVE** Agreement between City of Hattiesburg and *Downtown Hattiesburg Association (DHA)*, a designated Mississippi Main Street Association (MMSA) member to provide operational support for Downtown Hattiesburg Association’s partnered events; **AUTHORIZE** manual check and the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

17.	2025-322	Take from the Table; Approve the Contract for Purchase and Sale of Real Property between Forrest County Industrial Park for Commission and MMC Materials, Inc, effective April 8, 2025.
[POSTPONED INDEFINITELY]		
	Attachments:	<u>FCIPC - MMC.Executed-ContractPurchaseSaleRealProp..04.08.2025</u> <u>FCIPC.ByLawsAmended.8.28.13</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **TAKE** **FROM THE TABLE**; the Contract between Forrest County Industrial Park for Commission and MMC Materials, Inc.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **POSTPONE** the matter **INDEFINITELY**.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

18.	2025-380	Acknowledge Request For Qualifications received on May 1, 2025, for Financial Consulting Services for HUD CDBG & HOME Programs and accept the bid from Compliance One Consulting, LLC for \$10,036.80 and authorize the Mayor to execute the same.
	<u>Attachment:</u>	<u>Compliance One Consulting Agreement</u>

A **MOTION** was made by Council Member Brown and seconded by Council Member Carroll to **ACKNOWLEDGE** Request for Qualifications received on May 1, 2025, for Financial Consulting Services for HUD CDBG & HOME Programs; **ACCEPT** the bid from *Compliance One Consulting, LLC.* for \$10,036.80; and **AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

19.	2025-425	Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Zeon Chemicals, L.P. for a period not to exceed ten (10) years, commencing December 31, 2022, with a true total value of \$868,124.09; adopt the final order allowing same.
	<u>Attachments:</u>	<u>final order.1 Zeon</u> <u>Zeon Chemicals, L.P. 2023 (City of Hattiesburg 2025)</u>

A **MOTION** was made by Council Member Carroll and seconded by Council Member Delgado to **ACKNOWLEDGE** receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to *Zeon Chemicals, L.P.* for a period not to exceed ten (10) years, commencing December 31, 2022, with a true total value of \$868,124.09; and **ADOPT** the final order allowing same.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

20.	2025-426	Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Excel Injection Molding, Inc. for a period not to exceed five (5) years, commencing December 31, 2022, with a true total value of \$243,416.00; adopt the final order allowing same.
	<u>Attachments:</u>	<u>Excel Injection Molding, Inc.- 2023 (City of Hattiesburg 2025)</u>

Excel Final Order

A **MOTION** was made by Council Member Carroll and seconded by Council Member Delgado to **ACKNOWLEDGE** receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to *Excel Injection Molding, Inc.* for a period not to exceed five (5) years, commencing December 31, 2022, with a true total value of \$243,416.00; and **ADOPT the final order** allowing same.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

ROUTINE AGENDA

The Council then considered the ROUTINE AGENDA.

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** the Routine Agenda.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

- | | | |
|----|----------|--|
| 1. | 2025-419 | Acknowledge receipt of conveyance of property as per attached deed to City of Hattiesburg.
<u>Attachments:</u> <u>WSF Tatum Deed</u> |
| 2. | 2025-377 | Acknowledge receipt of the monthly budget report for the month ending April 30, 2025.
<u>Attachments:</u> <u>EXP 0425</u>
<u>REV 0425</u> |
| 3. | 2025-374 | Approve and Authorize publication of a Request for Qualifications for Environmental Review Consulting Services.
<u>Attachments:</u> <u>Readvertise RFQ - Environmental Review Consultant 5.20.2025</u> |
| 4. | 2025-408 | Approve Specifications and Authorize Publication for one (1) 2024 or newer bucket truck for the City of Hattiesburg Traffic Division.
<u>Attachments:</u> <u>BUCKET TRUCK FOR TRAFFIC</u>
<u>City of Hattiesburg- Bucket Truck- 2025</u> |
| 5. | 2025-418 | Approve and authorize the publication of the Notice of Intent to Request Release of Funds for Emergency Roof Repair Projects.
<u>Attachments:</u> <u>NOIRROF 5.22.25 Roof Repair</u> |
| 6. | 2025-420 | Approve and authorize the advertisement and publication of a Request for Proposals (RFP) for the development and implementation of a Comprehensive Rebranding Strategy for the City of Hattiesburg.
<u>Attachments:</u> <u>RFP for Rebrand- Specs</u>
<u>RFQ-Comprehensive Rebrand- Notice</u> |
| 7. | 2025-421 | Approve the City's purchase of (1) one grave space, located in Section 39, Lot 18, the North Half (N1/2) of the Northwest Quarter (NW (1/4) at Highland Cemetery, Minute book# 2022 and page# 91, in the amount of \$175.00 from Elaine Kersh, Authorize manual check for the same.
<u>Attachments:</u> <u>Elaine Kersh Buyback</u> |
| 8. | 2025-423 | Approve the sale of grave spaces per attached receipts. |

Attachments: 5-20-25 Grave spaces
5-20-25 receipts

9. 2025-422 Approve claims docket for the period ending May 16, 2025.

Attachments: DOCKET 25.05.16
DT 25.05.16

Executive Session

A MOTION was made by Council Member Brown for the Council to **ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 5:18 p.m.

There being no discussion, the motion carried unanimously with the following vote:

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

Nays: 0

** Council President George disconnected from the teleconference at 5:18 p.m.*

Council Vice President Ware requested that the Chambers be cleared at this time.

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to **ENTER EXECUTIVE SESSION** at 5:19 p.m. to discuss *pending litigation and litigation strategy*, as an open meeting would have a detrimental effect on the City’s litigating position, in accordance with Mississippi Code Section § 25-41-7 (b).

§ 25-41-7 (b): Litigation, where open discussion would have detrimental effect on litigating position.

There being no discussion, the motion carried with the following vote:

Yeas: 4 –Delgado, Carroll, Ware and Brown

Nays: 0

Absent: 1 – George

The City Attorney stepped out into the hall and announced that the Council had entered executive session to discuss pending litigation and litigation strategy.

Those present for the Executive Session were Council members Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Chief Financial Officer, Malcolm Berch; Director of Urban Development, Wiley Quinn; Division Manager of Planning, Cory Long; Senior Planner, Nathan Satcher; Chief Communications Officer, John Arender; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; Attorney T. Michael Reed, P.A.; and Attorneys Clark Hicks and Lane Dossett of Hicks Law Firm, PLLC.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ACCEPT** the attorney’s recommendation and **APPROVE** payment of the referenced bill.

There being no discussion, the motion carried with the following vote:

Yeas: 4 –Delgado, Carroll, Ware and Brown

Nays: 0

Absent: 1 – George

A **MOTION** was made by Council Member Carroll and seconded by Council Member Brown to **EXIT** Executive Session and **RE-OPEN** the meeting to the public at 5:44 pm.

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

Yeas: 4 –Delgado, Carroll, Ware and Brown

Nays: 0

Absent: 1 – George

Council Vice President Ware stated that the Council is now back in open session. During the executive session, the Council discussed pending litigation.

In Memoriam:

A **MOTION** was made by Council Vice President Ware to Adjourn the meeting in *memory of*:

- *Mrs. Vernell Showers Magee*
- *Mr. John Sims, Jr.*

Meeting Adjourn

THERE BEING NO FURTHER BUSINESS, Council Vice President Ware declared the meeting adjourned at 5:44 p.m. on this 20th day of May 2025, by unanimous consent.

The next Council meeting is scheduled for the 2nd day of June 2025.

MINUTES CERTIFICATION AND APPROVAL

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Ann Jones
Date: Tuesday, June 3, 2025
Re: Accept the Planning Commission's recommendation to approve a conditional use request for "Mobile Home Park," made by Meoucia Breland, Property Owner/Applicant, for R-1C properties located at 134 and 140 Stepts Avenue (PPIN 6534 & 46107, Forrest County, Ward 5).
File Number: 2025-430
Minute Book #

Summary

Recommendation Statement

The Planning Commission recommended to approve with condtions.

Please place this on the June 3, 2025 City Council meeting for consideration.



**URBAN
DEVELOPMENT
PLANNING DIVISION**

**Planning Commission
Case Fact Sheet**

Names of Petitioner: Meoucia Breland, Property Owner/Applicant

Address of Property:	Tax Parcel	PPIN:	Ward:
134 and 140 Stepts Avenue	2-042G-25-043.00	6534	5
	2-042G-25-043.01	46107	

Request: Conditional Use Request “Mobile Home Park”

Purpose of Request: **Conditional Use Request**— Meoucia Breland, Property Owner/Applicant, requests approval for conditional use of a “Mobile Home Park” for properties located at 134 and 140 Stepts Avenue (PPIN 6534 & 46107, Forrest County, Ward 2).

History / Background: The applicant met with staff to discuss the possibility of reactivating mobile homes in a property in the Palmers Crossing area. The lot currently has two mobile homes, which have not been in use for over a year. Since they have not been in use for over six months and the property is zoned R-1C, they have lost their legal non-conforming status and cannot be reactivated by right.

Staff reviewed the various options the applicant had to move forward, including a potential rezoning of the property to agricultural zoning, which would allow for mobile homes by right. The rezoning option would have also required variances since the subdivision of the two lots would not meet the requirements of the A-2 lot size of 1 acre. Staff also discussed the potential for the applicant to propose a text amendment to allow for mobile homes to be reestablished on existing sites. As a “mobile home park” is not listed in the table of uses or defined in the Land Development Code, staff determined that a “conditional use” request could be sought as outlined in Section 5.2. If approved as a conditional use, the property

would not be allowed to expand without additional approval by the Planning Commission and City Council. If the use is abandoned or the structures are removed, they cannot be replaced under the current zoning. The applicant decided to move forward with the third option—requesting conditional use approval for a “mobile home park.”

Conditional uses allow a community to regulate certain uses in a zoning ordinance, allowing for some flexibility while ensuring a use is in harmony with the ordinance's purpose and intent. This can be done by permitting with a set of carefully crafted conditions that ensure the use is compatible and in harmony with the surrounding uses.

The proposed use would have no adverse effect on public utilities, as the structures have previously been used in this location for existing utilities/services. The Planning Commission should consider whether or not the proposed use is compatible with the surrounding uses and in harmony with the neighborhood.

Planning Commission may also recommend any conditions for approval to ensure these conditions are met, including meeting the conditions for use outlined for the use “Dwelling, Manufactured (mobile) Home” (5.4.19). PC may consider requiring the structure to meet the requirements of 5.4.19 for anchoring, equipment removal, skirting, and porch.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 5 USE REGULATIONS

5.2 Determination of Use Category

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to

a listed use as determined by the Director after consultation may be considered a “Conditional Use” and will require review by the Hattiesburg Planning Commission.

Table 5.4 – Use Conditions for “Dwelling, Manufactured (mobile) Home”

5.4.19 Dwelling, Manufactured (mobile) Home. One dwelling, manufactured (mobile) home allowed per lot. Manufactured homes on individual lots shall meet the following requirements:

5.4.19.1 Compatibility. Homes shall be generally in keeping with the scale, size and texture of the residential structures in the surrounding neighborhood.

5.4.19.2 Anchoring. Anchoring and Foundation. Homes shall be installed and anchored according to State Fire Marshal requirements.

5.4.19.3 Labeling. Shall bear FMHCCS Label or Seal of Compliance.

5.4.19.4 Exterior finish. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.

5.4.19.5 Roof construction and pitch. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles.

5.4.19.6 Placement. All homes shall meet setbacks and be placed on the lot in harmony with the existing structures.

5.4.19.7 Equipment Removal. The towing tongue, wheels and hitch-axle shall be removed upon final placement of the unit.

5.4.19.8 Skirting. Skirting or other solid screen shall be installed to enclose the foundation of the structure and crawl space and shall complimentary to the design of the structure.

May 2025 HPC Item: B
Meoucia Breland, Property Owner/Applicant.
Request for: **Conditional Use Approval**

5.4.19.9 Porch Required. Porch Required. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the current building codes. The minimum square footage of the floor of such porch or deck shall measure at least 36 square feet.

Present Zoning: R-1C (Single-Family Residential)

Present Use: Vacant Mobile/Manufactured Homes

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:

North:	R-1C (Single-Family Residential)
South:	R-1C (Single-Family Residential)
East:	R-1C (Single-Family Residential)
West:	R-1C (Single-Family Residential)

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications regarding this case as of finalizing this report.

Option: Recommend **Approval** or **Denial** of the Conditional Use Request for a “Mobile Home Park” for properties located at 134 and 140 Stepts Avenue (PPIN 6534 & 46107, Forrest County, Ward 2).

Basis for approval: **12.3.3 Conditional Use Approvals**

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

12.3.3.2 Additional Approval Criteria. In addition to the standards mentioned above, the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
 - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
 - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

SUBJECT PARCEL

134 and 140 Stepts Avenue — Conditional Use Request

Meoucia Breland, Property Owner/Applicant, requests approval for conditional use of a “Mobile Home Park” for properties located at 134 and 140 Stepts Avenue (PPIN 6534 & 46107, Forrest County, Ward 5).





- Zoning Map**
- A-1
 - R-10
 - B-3

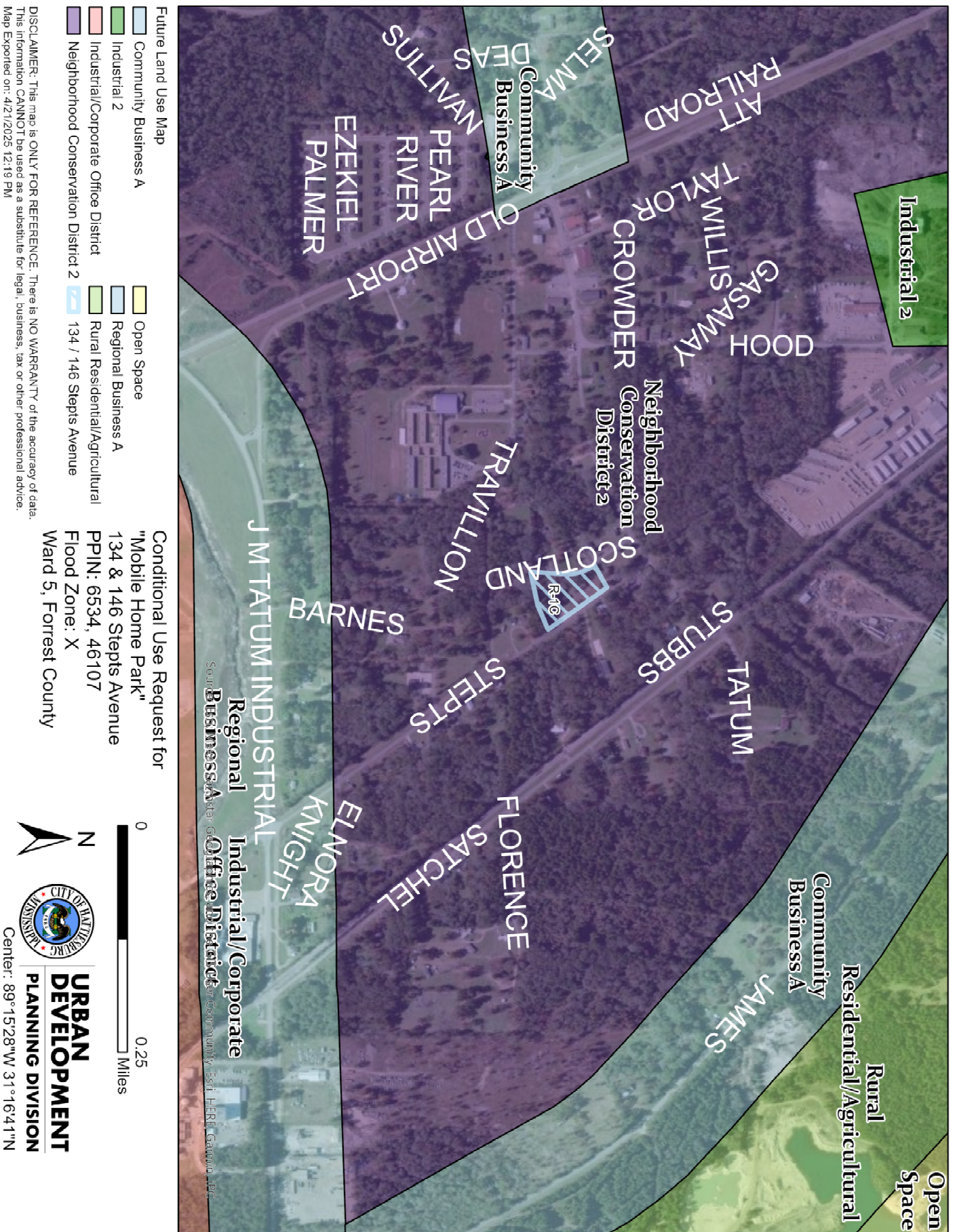
I-1
134 / 146 Stepts Avenue

Conditional Use Request for
"Mobile Home Park"
134 & 146 Stepts Avenue
PPIN: 6534, 46107
Flood Zone: X
Ward 5, Forrest County

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 4/21/2025 12:15 PM



**URBAN
DEVELOPMENT
PLANNING DIVISION**
Center: 89°15'30"W 31°16'41"N



Site Aerial



Property Area



Surrounding Area



Surrounding Area



Use-0225-0011



Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599



NOTE:

- Fill this application out IN FULL with what applies to your application

Applicant Information

Name Applicant: Meolucia Breland Project Name: _____Municipal Address of Site: 15 JB Home RoadPPIN #: 6534, 46107Parcel Number(s): 134 + 146 Steps Ave. Steps (nm)

Type of Public Hearing	Additional Information Needed:
☐ Variance	☐ Sign ☐ Setback ☐ Off-Site Parking ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☐ Other: _____
☐ Rezoning	Existing Zoning: _____ Proposed Zoning: _____
☒ Conditional Use	☐ Automotive Filling Station ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Telecommunications ☐ Restaurant ☐ Solar Farm ☒ Other: <u>Mobile Home Park</u>
☐ Minor Subdivision	
☐ Subdividing of lot, Parcel, or Tract	
☐ Street or Alley Renaming	
☐ Vacating Street or Alley	
☐ Overlay District	
☐ Planned Mixed-Use District (PMU)	
C	

For Staff Only:

Zoning:	Historic District:	Flood Zone:	Ward: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Project Number:		Received:	
PPIN # or Parcel #:			



Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

Public Hearing Petitioner Information:

Deadline for applicant to file petition: _____

Hattiesburg Planning Commission Meeting Date: _____

Hattiesburg Board of Adjustment Meeting Date: _____

City Council Agenda Review Date – (you or your representative should attend): _____

City Council Meeting (Vote) Date – (you or your representative may attend): _____

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

*Dates and times are subject to change. If an appeal is filed or the petition is tabled for any reason at any stage, the above-listed dates would need to be revised. *

Public Hearing Application Checklist

The following paperwork **MUST** be attached to this application:

- ☐ Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)
- ☐ Site & Design Review Committee, if needed
- ☐ Copy of entire Warranty Deed (filed and recorded at the courthouse) with legal description granting title to the current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)
- ☐ Electronic/Digital copy of legal description **REQUIRED** for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com
- ☐ An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document).
- ☐ **Variance application only:** A letter of approval/denial from all adjoining property owners must be obtained and submitted with the application
- ☐ Other documents needed (if relevant):
 - ☐ Maps of digital billboard removal sites
 - ☐ Maps of digital billboard replacement sites
 - ☐ Documentation on measurements
 - ☐ Other: _____
- ☐ Payment to the City of Hattiesburg for filing a public hearing application in the amount of \$_____



Application for Site Plan Review

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

The following fees are an excerpt from Ordinance No. 2977, adopted January 22, 2008, as amended.

<u>Public Hearing Fees</u>	
Public Hearing Type	Fees Associated
Variance Variance applications include one Concept Site Plan Review and one Variance request	\$175.00 per application. \$50.00 for each additional variance.
Street / Alley Naming or Re-Naming *Fees for replacement street signs shall be paid after City Council approval but prior to the effective date. *	\$300.00 per application. \$100.00 per required street name sign *if approved*
Street / Alley Closing	\$200.00 per application.
Zoning Change	\$400.00 per application. *see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package	\$600.00 per package.
Subdivision of Land (Preliminary Plats) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.	\$250.00 per application. \$10.00 per each additional created lot (** see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package**	\$500.00 per application. \$10.00 per each additional created lot (** see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text	\$200.00 per application.
Appeal Fees for Proponent or Opponent appeals to City Council *Exempt from fees – Established Neighborhood Association*	\$50.00 per appeal.
Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request	\$50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

I hereby certify that I have completed and attached the above-required documents, information, and fees.

Print Name:

Meoucia Breland

Signature:

Meoucia Breland

Updated Version 07/31/2024

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE
SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

134 + 140, steps Ave Hattiesburg MS 39401
Street Address City State

on this the Feb. day of 28, 2025.

In the matter of this request, the property owner further authorizes the following named person(s) to
represent them at the public hearing on this petition.

N/A

on this the _____ day of _____, 20____.

Meoucia Breland
Property Owner (Print)

Meoucia Breland
Property Owner (Signature)

STATE OF Mississippi
COUNTY OF Follett

Personally came and appeared before me, the within named

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28th day of
February, 2025.

[Signature]
NOTARY PUBLIC

My Commission Expires:

9-13-2027



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE APPLICANT(S) OF THE PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY.

WITNESS THE SIGNATURES of the APPLICANT(S) of the subject property located at

134 + 140 Stepts Arehattiesburg Ms 39410
Street Address City State

on this the 28 day of Feb, 2025.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

N/A

on this the _____ day of _____, 20____.

Meoucia Brelard
Applicant (Print)
Meoucia Brelard
Applicant (Signature)

STATE OF Mississippi

COUNTY OF Follett

Personally came and appeared before me, the within named

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28th day of February, 2025.

[Signature]
NOTARY PUBLIC

My Commission Expires:

9-13-2027



FOR VARIANCE APPLICANTS:

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

The following conditions must be met before a variance can be recommended.

Approval Criteria.

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

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

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

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

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

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

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

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

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section.

Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. *Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.*

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

The trailer park already in place
(mobile park)

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

The mobile home been there for over
20 years

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

the property is big enough for
the mobile home that's already
in place - Not going to add more

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

No

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

No

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

~~The adv~~ ~~and~~
Expected customers are for each
Mobile home of 3 ~~four~~ persons
~~mm~~

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

8. **Parking requirements:** Commercial/Industrial: Paved parking will be provided for 8 vehicles, and _____ ADA vehicles; with _____ loading spaces.

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

Refer to the hattiesburgms.com/planning for Land Development Code and GIS map. Access via link or QR code.



FOR RE-ZONING APPLICANTS:

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

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

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

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

FOR SUBDIVIDING OF LOT, PARCEL OR TRACT

Property Data

- Parent Parcel / Existing lot/parcel/tract contains: _____ Square Footage/Acres
- Lot Area Requirement:
- Lot Frontage Requirement:
- Existing use of lot/parcel/tract
- To be subdivided into _____ lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots

Newly Subdivided Parcels	New lot size in square footage (SF) or acres (A)	New lot has public road frontage	New lot has private road frontage	Indicate name of public or private road(s)	STAFF ONLY Lot area & frontage requirements comply?
1.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
2.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☒ No
3.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
4.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
5.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
6.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
7.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
8.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
9.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
10.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
11.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
12.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
<u>Be sure to include information on the remainder of "existing" lot after splits made – identify as "Parent Parcel"</u>					
<u>Parent Parcel</u>					
		<u>Total square footage of new lots (verify total matches existing parcel prior to splits)</u>			

Infrastructure required: (Check all that apply)

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

FOR STREET/ALLEY RENAMING, CLOSING, OR VACATING

1. Indicate the specific request(s):

☐ Street ☐ Alley ☐ Closing ☐ Vacating ☐ Naming ☐ Renaming

2. Current name of street/alley to be named/renamed, vacated, or closed:

3. Proposed name of street/alley to be named/renamed (If Applicable):

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

5. Tax Block(s) and Lot(s) involved in closing request:

6. Describe the existing land use of properties and the number of residents affected by renaming the street/alley within 400 feet:

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address
Businesses			
Residences			
Apartments			
Churches/Schools			
Other			

Any Additional Information: _____

7. Describe the effect the proposed change will have on existing development and the transportation system within the affected area: _____

8. Have applications for zoning, variance, building permit, or other applications been filed?
- ☐ Yes (If so, provide reference #s and dates: _____)
- ☐ No
9. Acknowledgement of property owners affected by the street/alley renaming. Include all names and addresses. Please attach these as additional page(s).
10. Obtain from City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named, or renamed (electronic copy required)



*** CERTIFIED COPY PAGE ***
FORREST COUNTY, MS
I LANCE C. REID, CHANCERY CLERK OF THE ABOVE NAMED
COUNTY, AND STATE, DO CERTIFY THAT THE FOREGO IS A TRUE AND
CORRECT COPY OF THE ORIGINAL AS APPEARS IN
DEED - BOOK: 1467 - Pages 310 - 312.001 IN SAID COURT.
WITNESS MY HAND AND SEAL THIS Friday, February 28, 2025.
LANCE C. REID, CHANCERY CLERK

[Signature] DC



DEED

Bk:1467 Page:310-313

RCD: 02/28/2025 @ 3:19:17:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared By:

Derricka Moye

726.McInnis Springs Rd

Hattiesburg, MS 39401

601-550-5637

Indexing Instr.

NW ¼ OF SW

NE ¼ OF SW ¼

STR.25-4N-13W

Return To:

Meoucia Breland

15 JB Horne Rd

Hattiesburg, MS 39401

601-310-4865

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged the undersigned

Grantor: Derricka Moye Hattiesburg, MS 39401 601-550-5637

Do hereby convey and warrant Grantee:

Meoucia Breland 15 JB Horne Rd Hattiesburg, MS 39401

601-310-4865

See attach

Witness her signature, this the 24th day of
September 2024 A.D.,

Derricka Mays

State Of Mississippi

County Of Forrest

Personally appeared before me, the undersigned, in and for the County and State
aforesaid, the within named DERICKA MDYE. Acknowledge the therein
mentioned.

Given under my hand and seal of office, this the 24th day of
SEPT A.D., 2024

Subscribed and sworn to before me in my
presence, this 24th day of SEPT
2024, a Notary Public in and for the
County of FORREST State of MS
[Signature]
(signature) Notary Public
My Commission Expires July 23, 2028

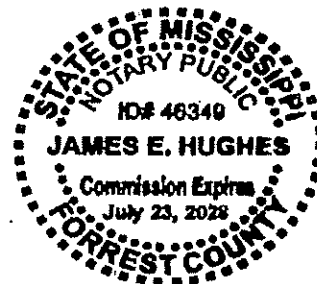


Exhibit A

PARCEL NO. 3

A part of the Northwest 1/4 of Southwest 1/4 and a part of the Northeast 1/4 of Southwest 1/4, Section 25, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as Commencing at the Northeast Corner of the Northeast 1/4 of Northwest 1/4 of Southwest 1/4 of the above said Section 25; thence South 593 feet; thence West 78 feet to the Westerly margin of a public road; thence South 36°30' East and along the Westerly margin of the above said public road 450 feet to the Point of Beginning; thence South 64°00' West 150 feet; thence

South 36°30' East 100 feet; thence North 64°00' East 150 feet to the Westerly margin of the above said public road; thence North 36°30' West and along the above said Westerly margin of road 100 feet to the Point of Beginning.

PARCEL NO. 4

A part of the Northwest 1/4 of Southwest 1/4 and a part of the Northeast 1/4 of Southwest 1/4, Section 25, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as Commencing at the Northeast Corner of the Northeast 1/4 of Northwest 1/4 of Southwest 1/4 of the above said Section 25; thence South 593 feet; thence West 78 feet to the Westerly margin of a public road; thence South 36°30' East and along the Westerly margin of the above said public road 550 feet to the Point of Beginning; thence continue South 36°30' East and along the above said Westerly margin of road 100 feet; thence South 64°00' West 150 feet; thence North 36°30' West 100 feet; thence North 64°00' East 150 feet to the Point of Beginning.

PARCEL NO. 6

A part of the Northwest 1/4 of Southwest 1/4 and a part of the Northeast 1/4 of Southwest 1/4, Section 25, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as Commencing at the Northeast Corner of the Northeast 1/4 of Northwest 1/4 of Southwest 1/4 of the above said Section 25; thence South 593 feet; thence West 78 feet to the Westerly margin of a public road; thence South 36°30' East and along the Westerly margin of the above said public road 650 feet; thence South 64°00' West 150 feet to the Point of Beginning; thence South 73°47' West 192.4 feet; thence North 00°48' East 297 feet; thence South 36°30' East 303.9 feet to the point of Beginning.

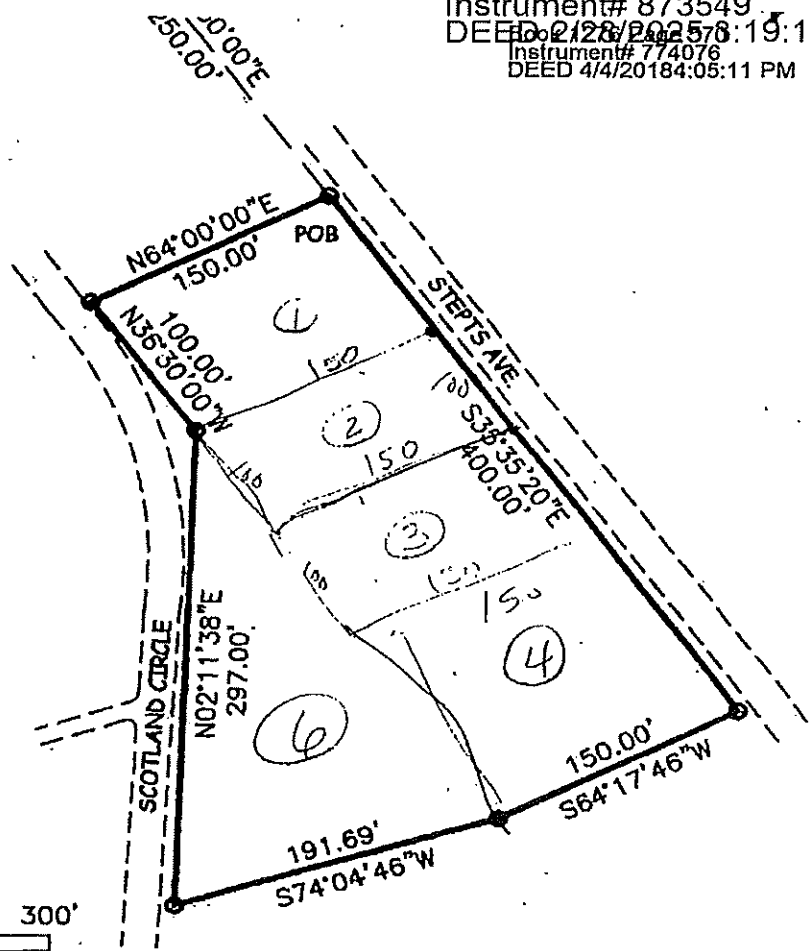
Parcel No. 2

Exhibit "A"

A part of the Northwest 1/4 of Southwest 1/4 and a part of the Northeast 1/4 of Southwest 1/4, Section 25, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as commencing at the Northeast corner of the Northeast 1/4 of Northwest 1/4 of Southwest 1/4 of the above said Section 25, thence South 593 Feet; thence west 78 feet to the Westerly margin of a public road; thence South 36 degrees 30' East and along the Westerly margin of the above said public road 350 feet to the Point of beginning; thence continue South 36 degrees 30' East and along the above said Westerly margin of road 100 feet; thence South 64 degrees 00' West 150 feet; thence North 36 degrees 30' West 100 feet; thence North 36 degrees 30' West 100 feet; thence North 64 degrees 00' East 150 feet to the Point of Beginning.

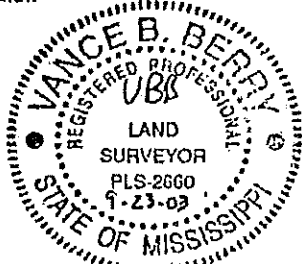
SCALE 1" = 100'
 CLASS "C" SURVEY

PARCEL CONTAINS,
 1.97 ACRES,
 MORE OR LESS.



DATE OF FIELD SURVEY:
 SEPTEMBER 23, 2003
 NOTE: ALL BEARINGS SHOWN ON THIS PLAT
 WERE DERIVED FROM A SOLAR OBSERVATION.

I certify that the information on
 this plat is thorough and accurate
 to the best of my knowledge and
 belief.



Vance B. Berry
 VANCE B. BERRY, PLS

SURVEY FOR: JAMES MCGOWAN

A PART OF SECTION 25, T-4-N, R-13-W,
 FORREST COUNTY, MISSISSIPPI.

LAND DEVELOPMENT AND SURVEYING
 P.O. BOX 675, FOXWORTH, MS 39483
 (PHONE & FAX 601-736-6758) (CELL 601-441-4565)

Project No.:	Scale:	Class Survey:	CHAINED ULMER
1122S001	1" = 100'	"C"	
Date:	Drawn by:	Checked by:	
09/23/03	VBB	SB	

FORREST COUNTY, MISSISSIPPI
 I CERTIFY THIS INSTRUMENT WAS FILED ON 2/28/2025 3:19:17 PM AND RECORDED IN DEED BOOK 1467 PAGE 310
 FORREST COUNTY, MISSISSIPPI
 I CERTIFY THIS INSTRUMENT WAS FILED ON 4/4/2018 4:05:11 PM AND RECORDED IN DEED BOOK 1276 PAGE 567 - 570



*** CERTIFIED COPY PAGE ***
FORREST COUNTY, MS
I LANCE C. REID, CHANCERY CLERK OF THE ABOVE NAMED
COUNTY, AND STATE, DO CERTIFY THAT THE FOREGO IS A TRUE AND
CORRECT COPY OF THE ORIGINAL AS APPEARS IN
DEED - BOOK 1467 - Pages 307 - 308.001 IN SAID COURT.
WITNESS MY HAND AND SEAL THIS Friday, February 28, 2025.
LANCE C. REID, CHANCERY CLERK

[Signature]

DC



DEED

Bk:1467 Page:307-309

RCD: 02/28/2025 @ 3:17:14PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by & Return to:

FIG 20, LLC

1000 Riverside Avenue, Suite 400

Jacksonville, FL 32204

601.339.6057

****THIS DEED PREPARED WITHOUT TITLE EXAMINATION****

****GRANTOR ACQUIRED TITLE BY VIRTUE OF TAX SALE****

INDEXING INSTRUCTIONS: SECTION 25, TOWNSHIP 04N, RANGE 13W - BEG NEC NW1/4 SW1/4
SEC 25 S 593FT & E 78FT TO INTER OF S MARG OF A PBRD & N MARG OF ANOTHER PBRD S 36
DEG E 150FT FOR POB S 64 DEG W 150FT S 36 DEG E TO W BDRY OF NE1/4SW1/4 S ALG W BDRY
200FT M/L N 89 DEG E 330FT M/L TO W ROW PBRD, FORREST COUNTY MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged,
the undersigned,

GRANTOR: FIG 20, LLC
1000 Riverside Avenue, Suite 400
Jacksonville, FL 32204
601.339.6057

does hereby sell, convey, bargain and quitclaim to:

GRANTEES: Meoucia Breland
15 JB Horne
Hattiesburg, MS 39401
601.310.4865

Any right, title, estate, or interest that Grantor may have, arising from, by, or under the 2022 Tax Sale of the below described property, situated in Forrest County, Mississippi, together with all improvements located thereon, more particularly and certainly described as follows:

**SECTION 25, TOWNSHIP 04N, RANGE 13W - BEG NEC NW1/4 SW1/4 SEC 25 S 593FT & E
78FT TO INTER OF S MARG OF A PBRD & N MARG OF ANOTHER PB RD S 36 DEG E
150FT FOR POB S 64 DEG W 150FT S 36 DEG E TO W BDRY OF NE1/4SW1/4 S ALG W
BDRY 200FT M/L N 89 DEG E 330FT M/L TO W ROW PB RD, FORREST COUNTY
MISSISSIPPI**

Parcel: 2-042G-25-043.00

Grantor only transfers that interest acquired in the above mentioned tax sale and said transfer shall not be interpreted as an agreement to convey any right, title, interest, estate, or claim in any other tax sale, tax sale maturity, tax deed conveyance, or otherwise.

Grantor makes no representation, warranty, or certifications to the Grantee of any kind regarding ownership, possession of, title to, and/or suitability or fitness of the above described property, except that it was acquired by tax sale from the above referenced county and state. Said Quitclaim is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, easements, reservations, conveyances, power line easements, and/or other easements or rights of way of record in the Official Records of Forrest County Mississippi and or such other State or local agency where such matters may be found.

The purpose of this Quitclaim Deed and Assignment is to convey "as is," "where is," any right, title, estate, interest, or claim that Grantor may have, if any, in and to the subject property arising out of, by, or under its status as purchaser at the 2022 Forrest County Tax Sale of 2021 ad valorem property taxes and the subsequent Tax Sale maturity to Grantor.

This conveyance shall not be interpreted as Grantor's conveyance, sale, grant, waiver, redemption, assignment, cancellation, relinquishment, compromise, satisfaction, accord, settlement, or

release of any right, title, interest, estate or claim that Grantor may have or later obtain in the property arising from or by virtue of, without limitation Grantor's acquisition of any other tax sale, tax sale maturity, tax deed conveyance, or subsequent tax payment, redemption, or otherwise, with Grantor expressly reserving all such rights, if existing.

The recording of this instrument by the Grantee or at the Grantee's direction constitutes acceptance of its terms and conditions.

If bounded by water, the quitclaim shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act, and this conveyance includes any natural accretion and is subject to any erosion due to the action of elements.

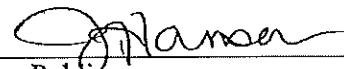
WITNESS MY SIGNATURE this the 16 day of October, 2024.



MIKE CHURCH, DIRECTOR OF REAL ESTATE
FIG 20, LLC

STATE OF FLORIDA
COUNTY OF DUVAL

Personally, appeared before me, the undersigned in and for the said county and state on this 16 day of October, 2024, within my jurisdiction, the within named Mike Church, Director of Real Estate of FIG 20, LLC, a Delaware Limited Liability Company, who proved to me based on satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, after first having been duly authorized by the said company so to do, and that by his signature of the instrument the entity upon behalf of which the person acted, executed said instrument.


Notary Public

MY COMMISSION EXPIRES: 10/21/2027



JENNIFER HANSEN
Notary Public
State of Florida
Comm# HH426361
Expires 10/21/2027

TURKEY COUNTY, MISSISSIPPI
I CERTIFY THIS INSTRUMENT WAS FILED ON 2/28/2025 3:17:14 PM AND RECORDED IN DEED BOOK: 1467 PAGE: 307

RECEIPT (TRC-158866-28-02-2025)
FOR CITY OF HATTIESBURG

PULLING CONTACT
DUCIA BRELAND



Payment Date: 02/28/2025

Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
USE-0225-0011	Conditional Use Permit	Fee Payment	Cash	\$200.00
134 STEPTS AV HATTIESBURG, MS 39401				
SUB TOTAL				\$200.00
TOTAL				\$200.00



**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 14th, 2025**

Board Members Roll Call:

Members Present:

1. Amy Hinton, Chair
2. Elayne Lockett
3. Rhoda Pickett, Vice Chair
4. Rebekah Ray, Secretary
5. Richard Conville
6. Charles Dawe
7. Carlos Wilson

Members Not Present:

1. Michael Pruitt
2. Lee Anne Venable
3. Michael Dickerson
4. Vacant Seat

Staff Present:

1. Cory Long, Planning Manager
2. Kevin Bates, Building Official
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I
6. Katie Mottern, Planning Intern

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:30 p.m.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Tabled Item: Meoucia Breland, Property Owner/Applicant, requests approval for conditional use of a “Mobile Home Park” for properties located at 134 and 140 Stepts Avenue (PPIN 6534 & 46107, Forrest County, Ward 5).

The Planning Staff introduced the case.

- Presented by:
 - o Meoucia Breland
- Proponents:
 - o None.
- Opponents:
 - o None.

Motion:

Made by Commissioner Amy Hinton to remove the item from table.

Second:

Made by Commissioner Elayne Lockett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Amy Hinton	X		
Elayne Lockett	X		
Rhoda Pickett	X		
Michael Pruitt			ABSENT
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		

The motion to remove the item from the table passed with a 7-0 vote.

Motion:

Made by Commissioner Richard Conville to approve the item including the conditions listed in table 5.4.19 “Use Conditions for Dwellings, Manufactured (Mobile) Homes.

Second:

Made by Commissioner Elayne Lockett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Amy Hinton	X		
Elayne Lockett	X		
Rhoda Pickett	X		

Michael Pruitt			ABSENT
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		

The motion to approve the item including the conditions listed in table 5.4 concerning mobile homes.

Tabled Item: J. Alvin Investments, Property Owner/Applicant, Alvin Watson, Property Owner, and Amber Bell, Representative, request approval for a conditional use for “Dwelling, Single Family, Detached” for a B-2 zoned property located at 237 Short Columbia Street (PPIN 23928, Ward 2, Forrest County).

No action was taken and the item will remain on the table for the June meeting.

ADJOURNMENT

Motion:

Made by Commissioner Rebekah Ray to adjourn.

Second:

Made by Commissioner Amy Hinton

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Amy Hinton	X		
Elayne Lockett	X		
Rhoda Pickett	X		
Michael Pruitt			ABSENT
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		

The meeting was adjourned at 2:03 pm.

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, June 3, 2025
Re: Adopt a Resolution acknowledging and adopting the Services and Facilities Plan.
File Number: 2025-448
Minute Book #

Summary

Adopt a Resolution acknowledging and adopting the Services and Facilities Plan for annexation areas.

Recommendation Statement

I recommend that this Resolution be adopted.

Please place this on the June 3, 2025 City Council meeting for consideration.

Services & Facilities Plan

Proposed Annexation

Hattiesburg, Mississippi

Adopted June 3, 2025

Prepared by:



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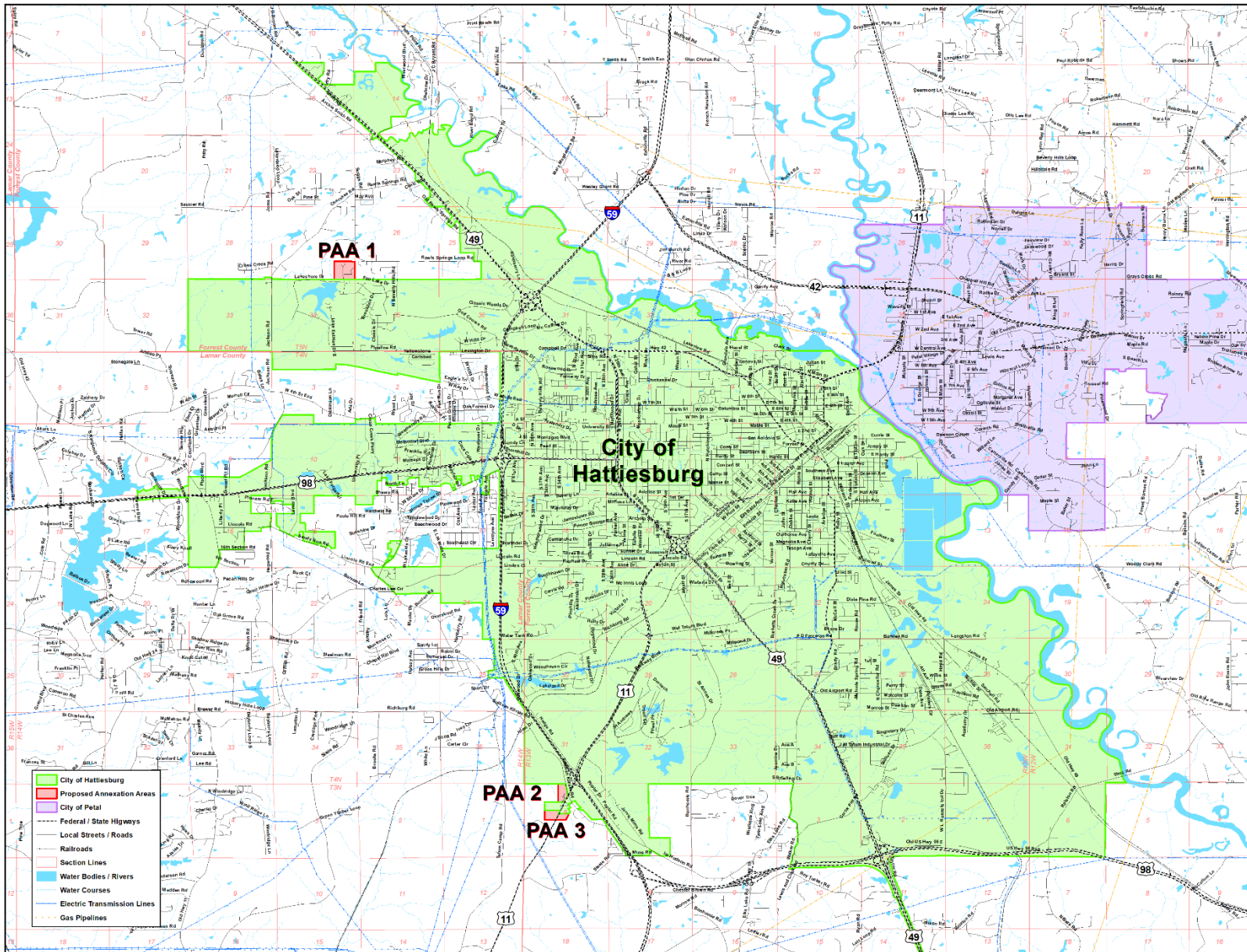
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Introduction

The City of Hattiesburg is seeking to annex three areas of unincorporated Forrest County. Proposed Annexation Area 1 (PAA 1) adjoins the present corporate limits on the northwest side of the city and consists of the Hunters Point Subdivision. Proposed Annexation Areas 2 and 3 (PAA 2 & PAA 3) lie along Miss. Highway 11 just to the west of the Highway 11/Interstate Highway 59 intersection in the southwest portion of the city. The map on the following page indicates the annexation areas in red, Hattiesburg's corporate limits in green, and the adjacent City of Petal in purple. Because these annexation areas are very small, inset maps aid in distinguishing the geography of each annexation area. A demographic profile of the city and the PAAs is also provided.

From the demographic data sheet one can see the characteristics of the PAAs pale in comparison to the existing City of Hattiesburg. For instance, the PAAs contain only 96 persons compared to Hattiesburg's population of 48,730. The PAAs contain only 48 dwelling units compared to Hattiesburg's 22,620 dwelling units. The PAAs contain only 0.1 square miles compared to Hattiesburg's land mass of 54.3 square miles. It should go without saying the significant difference in Hattiesburg and the PAAs results in a scenario whereby the city can easily absorb the area in terms of delivering services and improvements.



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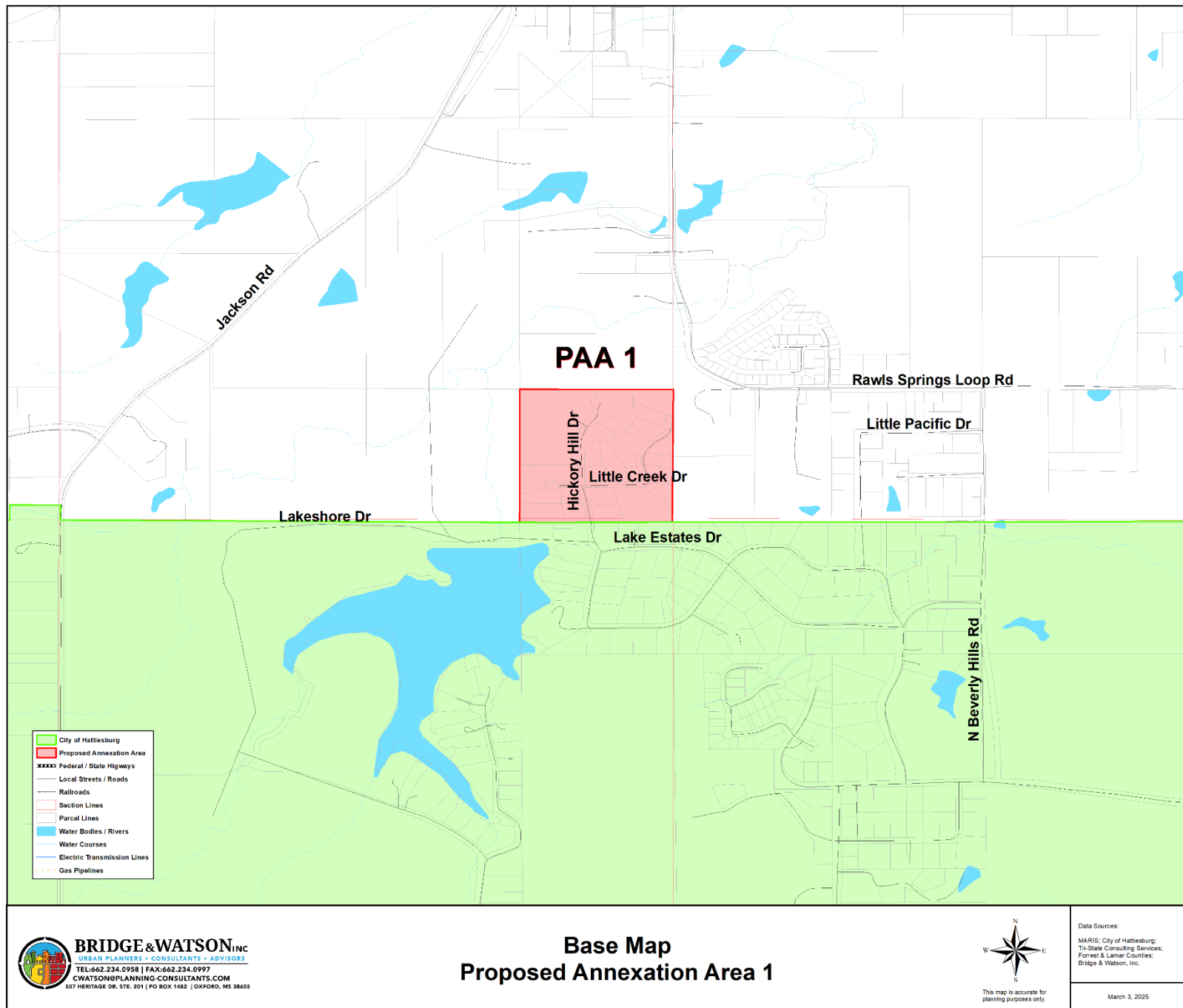
Base Map Hattiesburg, Mississippi & Proposed Annexation Areas

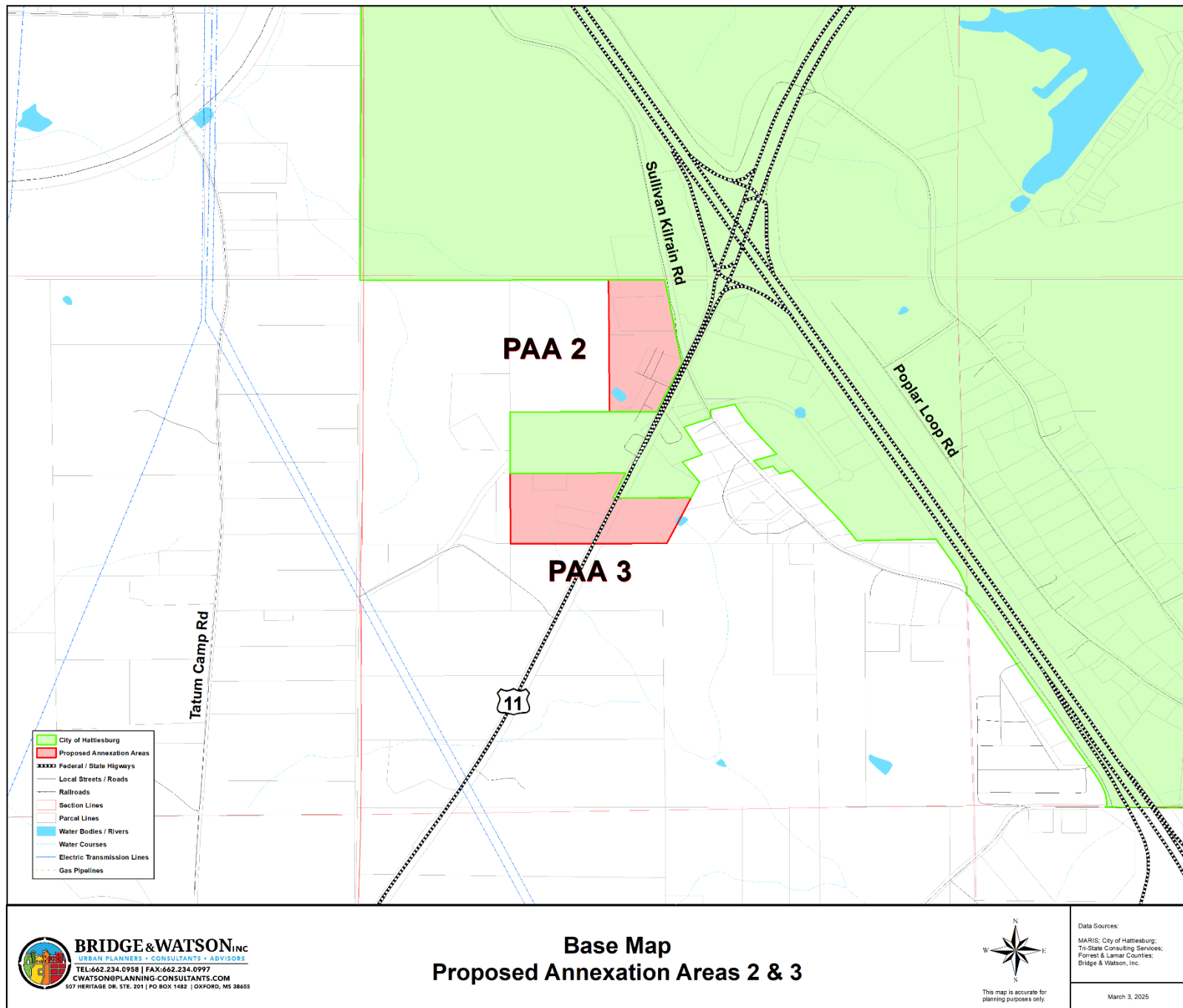


This map is accurate for
 planning purposes only

Data Sources:
 MARIS; City of Hattiesburg;
 Tri-State Consulting Services;
 Forrest & Lamar Counties;
 Bridge & Watson, Inc.

March 3, 2025





In Mississippi, municipal annexation is guided by state law and requires an annexing municipality to adopt an ordinance and then petition the Chancery Court for ratification of the ordinance. The Court must review the facts surrounding the proposed annexation and ultimately determine whether the proposed annexation is reasonable. Ultimately, review of an annexation is a question of fairness and the Court must decide if the annexing municipality's need for annexation is balanced with the impact of annexation upon the residents and property owners being annexed.

In measuring this fairness question, the services and improvements to be provided by the annexing municipality, to an annexation area, become an important consideration. The annexation ordinance adopted by the municipality identifies the services and improvements only in a general sense, but the Services and Facilities Plan provides greater detail. Here, because the annexation is so small there are no additions needed to any city department in order to serve the area.

Despite the small size of this annexation, this plan serves as an instrument that may be adopted by the city council to further define the city's commitment¹ to those being annexed. This plan represents the city's commitment that "residents of annexed areas will receive something of value in return for their tax dollars" see *In the Matter of the Extension of the Boundaries of the City of Columbus* 644 So 2d 1168, 1172 (Miss. 1994).

Organization of this Plan

The Services and Facilities Plan consists of three primary sections. First, a demographic section provides a profile of the city and proposed annexation areas. The maps on the previous pages demonstrate the geography of the areas sought to be annexed.

The second section contains the Departmental Summaries and Requirements, which is a listing of the city's existing personnel and major equipment. Departmental needs, if any, are also indicated in this section.

Finally, the last section of the plan presents a financial analysis indicating the financial impact to the city as a result of annexation.

Departmental Summaries and Requirements

Data regarding each of the city's departments was gathered from the city and is presented in summary fashion. As a practical matter, this plan does not list each and every equipment item the department may have at their disposal (office equipment, hand tools, etc.), but instead identifies the more substantial assets which are utilized or are available for day-to-day operations.

¹ Through the adoption of its annexation ordinance, the city has defined only in general terms the services and improvements to be delivered to the proposed annexation areas.

Departmental requirements are determined by the city with the aid of information provided by the consultant. Considerations taken into account when determining the departmental needs include, but are not limited to, the following:

1. The demographic profile of the existing city and the area sought to be annexed.
2. Existing levels of staffing and equipment among the city's various departments.
3. Any anticipated additions to the city's various departments, or anticipated efficiencies gained, such as changes in technology, scheduling or management.
4. The level of services and improvements provided within the city.
5. Any services provided to the proposed annexation areas by the city and by sources other than the city or county.
6. Any requirements of state or federal law or agencies (such as the existence of service franchise areas, necessity of comprehensive planning prior to zoning, etc.).

While this plan is a commitment to provide services and improvements to the proposed annexation areas, it represents only the minimum necessary to fulfill that commitment. As the proposed annexation areas continue to urbanize, the City of Hattiesburg may find it necessary and advantageous to provide greater services and improvements than those set forth herein.

It is important to note that any costs associated with the departmental requirements are not a commitment to spend specific dollar amounts. The city is committed to funding levels necessary to provide the proposed annexation areas with the same level of services as currently enjoyed within the existing city, and the necessary funding could fluctuate with differing levels of efficiency. The commitment of the city is to provide high levels of municipal services and improvements in return for the taxes and other costs annexed residents and property owners will be asked to pay.

PART 1. DEMOGRAPHIC INFORMATION

**Demographic Data Sheet
Proposed Annexation Areas
Hattiesburg, Mississippi**

	Existing City		PAA 1		PAA 2		PAA 3		Total PAAs		Combined City & PAAs	
Total Population ¹												
2020												
White	19,494	40.0%	51	92.7%	33	84.6%	2	100.0%	86	89.6%	19,580	40.1%
Black	24,962	51.2%	0	0.0%	6	15.4%	0	0.0%	6	6.3%	24,968	51.1%
Other	4,274	8.8%	4	7.3%	0	0.0%	0	0.0%	4	4.2%	4,278	8.8%
Total	48,730		55		39		2		96		48,826	
Voting Age Population ¹												
2020												
White	17,557	44.1%	38	90.5%	27	81.8%	1	100.0%	66	86.8%	17,623	44.1%
Black	19,008	47.7%	0	0.0%	6	18.2%	0	0.0%	6	7.9%	19,014	47.6%
Other	3,279	8.2%	4	9.5%	0	0.0%	0	0.0%	4	5.3%	3,283	8.2%
Total	39,844		42		33		1		76		39,920	
Dwelling units												
2020 ¹ :	22,620		21		26		1		48		22,668	
2025 ² :	N/A		22		35		1		58		N/A	
Total Area ³	54.3 sq. mi.		40.1 acres		16.3 acres		20.5 acres		76.9 acres		54.4 sq. mi.	
Population Density ⁴												
2020	897.9		1.4		2.4		0.1		1.2		897.7	
Streets (miles)	435.8		0.5 ³		0.0 ³		0.1 ³		0.6		436.4	
Federal/State Hwys.	53.4 ⁵		0.0		0.0		0.1		0.1		53.5	
Locally Maintained	382.4 ⁵		0.5		0.0		0.0		0.5		382.9	
Businesses	2,032 ⁶		0 ²		3 ²		1 ²		4		2,036	
Fire Dept. Rating ⁷	Class 3		Class 6		Class 7		Class 7		Classes 6 & 7		Class 3	
Assessed Valuation (2024):												
Taxable Value of Real Property ⁸	N/A		\$368,911		\$42,909		\$18,292		\$430,112		N/A	

¹ Census data 2020; Bridge & Watson calculations.

² Bridge & Watson field survey (April 2025).

³ Measured using ArcView GIS software.

⁴ Persons per square mile.

⁵ City of Hattiesburg Engineering Department.

⁶ Mississippi Dept. of Revenue's 2024 Annual Report.

⁷ Mississippi State Rating Bureau.

⁸ 2024 Forrest County land/tax roll (Delta Computer Systems & Tri-State Consulting Services); Bridge & Watson calculations.

PART 2. DEPARTMENTAL SUMMARIES AND REQUIREMENTS

**GENERAL GOVERNMENT
ADMINISTRATION DEPARTMENT
Departmental Summaries & Requirements**

Existing City of Hattiesburg

The Administration Department contains those city divisions that relate to internal operations of city hall. Examples include the office of the Mayor, City Council and Council Clerk, City Clerk, finance personnel and similar offices. The existing personnel and major equipment currently available within each division follows. Many divisions do not have major equipment (such as vehicles) within the scope of this Services and Facilities Plan.

Accounting Division

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
2/2 Accountants	N/A
1/1 Accounting Technician	
1/1 Comptroller / Deputy CFO	
1/1 Assistant Comptroller	

City Attorney Division

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 City Attorney	N/A

City Council Division

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Clerk of Council	N/A
5/5 Council Members	
1/1 Deputy Clerk of Council	

Human Resources Division

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Manager	N/A
1/1 Payroll Specialist	
2/2 H.R. Specialists	
1/1 Administrative Assistant	

Elections

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
2/2 Deputy Municipal Clerks (both part-time)	N/A

Information Technology Division

Personnel (Budgeted/Filled)	Major Equipment
1/1 Division Manager	1 SUV
1/1 Programmer	1 Van
1/1 Systems Administrator (part-time)	
1/1 Systems Technician	
1/1 Office Assistant	

Mayor & Administration Division

Personnel (Budgeted/Filled)	Major Equipment
1/1 Administrative Assistant (part-time)	1 Car
1/1 Assistant to Mayor	4 SUVs
1/1 Chief Administrative Officer	
1/1 Chief Financial Officer (interim)	
1/1 Deputy CFO (part-time)	
1/1 Communications Officer	
1/0 Deputy Communications Officer (part-time)	
1/1 Department Director	
1/1 Grant Coordinator	
1/1 Innovative Coordinator	
1/1 Mayor	
1/1 Office Manager	

Municipal Clerk Division

Personnel (Budgeted/Filled)	Major Equipment
2/1 Deputy Municipal Clerks	N/A
1/1 Office Manager	
1/1 Office Assistant	

Purchasing Division

Personnel (Budgeted/Filled)	Major Equipment
1/1 Division Manager	N/A
1/1 Purchasing Assistant	

Loss Control Division

Personnel (Budgeted/Filled)	Major Equipment
1/1 Division Manager	1 Car
	1 Pickup

Administration Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the divisions comprising the Administration Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The nature of the duties and responsibilities of the Administration Department are such that day-to-day operations will be largely unaffected by annexation. Any increase in operating expenses is negligible and will have little to no effect on the department's annual budget and thus have not been calculated.

The City Council will have to undertake redistricting and assign annexed areas to election wards. This process will present a one-time cost to the city. Because the annexation areas contain so few people, together with the fact that Section 5 administrative preclearance is no longer required, redistricting is expected to be a relatively simple process. Logically, annexation area 1 would be assigned to Ward 1 and annexation areas 2 and 3 would be assigned to Ward 5. The resulting additional population would not change the overall deviation or racial composition enough to cause a full redraw of all council wards.

REDISTRICTING EXPENSE = \$5,000 (to occur in the first year following annexation)

Timing of the Delivery of Services to the Annexation Area

Services provided by the Administration Department will begin and/or be available immediately upon the effective date of annexation. The exception to this, however, relates to redistricting and municipal elections. Redistricting is programmed to occur in the first year following annexation, but the next regular municipal election will not occur until 2029.

GENERAL GOVERNMENT
URBAN DEVELOPMENT DEPARTMENT
Departmental Summaries & Requirements

Existing City of Hattiesburg

The Hattiesburg Urban Development Department provides land development administration, code enforcement and building inspections. This department is responsible for oversight with respect to urban development and redevelopment within the city and administration of the city's land development regulations and long-range planning program. Additionally, this department provides administrative services for state and federally funded programs within the city² and is responsible for Hattiesburg's GIS program and grant writing. The divisions, personnel, and major equipment that comprise the Urban Development Department are as follows:

Administration (includes Planning Division)

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Department Director	1 Car
1/0 Grant Coordinator	2 SUVs
1/1 Historic Preservation Planner	
1/1 Homeless Coordinator	
1/1 Neighborhood Development Officer	
2/2 Office Managers	
1/1 Planning Manager	
2/2 Planners	
1/1 Planner Intern (part-time)	

Land Development Code (Building Inspection & Code Enforcement Divisions)

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Division Manager (Building Inspection)	3 Cars
1/1 Division Manager (Code Enforcement)	5 Pickups
1/1 Code Enforcement Clerk	7 SUVs
6/5 Code Enforcement Officers	
2/2 Permit Technicians	
2/2 Technical Inspectors	

² Hattiesburg is an entitlement city, meaning annually the city receives certain federal funds for programs without the necessity of competing for the funding.

Community Development Division (Entitlements)

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Division Manager	1 Car
1/0 Community Development Specialist	1 Truck
2/2 Housing Coordinators	1 SUV
1/1 Housing Rehab Specialist	
1/0 Lead Inspector / Risk Assessor	

Federal & State Programs

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Office Manager	N/A
1/1 Lead Program Manager	

Needs Resulting from Annexation

Planning Division

As a result of annexing the proposed territory, the Planning Division will not require any additional personnel or equipment in order for Hattiesburg to extend services into the annexation areas.

The City is in the process of preparing a new comprehensive plan which will include areas beyond the city limits. Annexation will have no impact on the cost of the comprehensive planning effort. The City will have to amend its zoning map to apply zoning to annexed properties. The application of zoning will present a one-time cost to the city, which is estimated as follows:

UPDATE ZONING MAP = \$2,000 (to occur immediately following the completion of the comprehensive plan)

The time lag between updating the comprehensive plan and the zoning map relates to the statutory requirement that zoning be in accordance with a comprehensive plan (see Miss. Code Ann. 17-1-9). It is expected that Hattiesburg would first complete its comprehensive plan and then apply zoning to the newly annexed areas.

All Other Divisions of this Department

As a result of annexing the proposed territory, none of the divisions require any additional personnel or equipment in order for Hattiesburg to extend services into the annexation areas. The services of each respective division will be extended with existing personnel and equipment.

Operating Expenses for Urban Development Department

As a result of annexing the proposed territory, the divisions comprising the Urban Development Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The nature of the duties and responsibilities of the Urban Development Department are such that day-to-day operations will be largely unaffected by annexation. Any increase in operating expenses is negligible and will have little to no effect on the department's annual budget and thus have not been calculated.

Timing of the Delivery of Services to the Annexation Area

The services provided through the Urban Development Department will be available immediately upon the effective date of annexation.

All of Hattiesburg's building codes and land development ordinances will take effect immediately with the effective date of annexation, with the exception of zoning. Hattiesburg's zoning will not take effect until the zoning amendment occurs, as programmed above.

**GENERAL GOVERNMENT
CITY COURT DEPARTMENT
Departmental Summaries & Requirements**

Existing City of Hattiesburg

The City Court Department is the forum in which traffic citations, drug cases, and other violations of municipal laws are disposed. Because of the nature of its operations, the City Court Department does not have major equipment within the scope of this Services and Facilities Plan (such as vehicles). The personnel that comprise the Court Department are as follows:

City Court

Personnel (Budgeted/Filled)

1/1 Court Clerk	2/2 Judges
9/9 Deputy Court Clerks (7 full-time; 2 part-time)	2/2 Prosecutors
1/1 Deputy Court Clerk/Program Coordinator	2/2 Public Defenders
1/1 Environmental Court Clerk	1/1 Office Manager
1/1 Deputy Court Clerk/Program Coordinator	1/0 Office Assistant
1/1 Domestic Violence Coordinator	

City Court Needs Resulting from Annexation

As a result of annexing the proposed territory, the City Court Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The nature of the duties and responsibilities of the City Court Department are such that day-to-day operations will be largely unaffected by annexation. Any increase in operating expenses is negligible and will have little to no effect on the department's annual budget and thus have not been calculated.

Timing of the Delivery of Services to the Annexation Area

The services provided through the City Court Department will begin and/or be available immediately upon the effective date of annexation.

**PUBLIC SAFETY
POLICE DEPARTMENT
Departmental Summaries & Requirements**

Existing City of Hattiesburg

The Hattiesburg Police Department provides a wide variety of public safety services to the citizens of Hattiesburg. Among these services include, but are not limited to, police patrols, animal control, crime scene investigation, and community relations. The police department is headquartered at 701 James Street. Additionally, the Hattiesburg Police Department operates sub-stations at Hattiesburg High School, Fire Station 8 (104 Lamar Boulevard), and Fire Station 9 (7460 Highway 49N).

The personnel and major equipment currently available to the Police Department follows:

Police

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Accounting Technician	81 Cars
1/1 Accreditation Manager / Admin. Assistant	1 Command Vehicle
1/1 Assistant Chief	10 Motorcycles
6/6 Captains	11 Pickups
1/1 Chief	47 SUVs
1/1 Community Development Specialist	2 Vans
1/1 Crime Analyst	
2/2 Crime Scene Technicians	
1/1 Custodian	
3/3 Division Managers	
1/1 Assistant Division Manager	
1/1 Evidence Technician	
1/1 Facility Maintenance Repairer	
12/11 Lieutenants	
2/2 Majors	
3/4 Office Assistants	
2/2 Office Managers	
74/68 Police Officers (1 of 68 filled positions is part-time)	
0/13 Police Recruits*	
1/1 Public Information Officer	
7/7 Records Clerks	
16/16 School Patrol Officers (all are part-time)	
14/14 Sergeants	
22/20 Telecommunicators	
1/0 Victims Advocate	

*Recruits will fill vacant positions after training is complete.

Animal Control

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
2/3 Animal Control Officers	4 Pickups
1/1 Division Manager	29 Cages, Traps, etc.

Police & Fire Training (also listed under Fire Department)

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Office Assistant	1 Tractor

Police Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Police Department will not require any additional personnel or major equipment in order for Hattiesburg to extend police services into the annexation areas. The nature of the duties and responsibilities of the Police Department are such that day-to-day operations will be largely unaffected by annexation. Any increase in operating expenses is negligible, and therefore, not calculated.

Timing of the Delivery of Services to the Annexation Area

The Hattiesburg Police Department will begin providing the full range of police services immediately upon the effective date of annexation.

**PUBLIC SAFETY
FIRE DEPARTMENT
Departmental Summaries & Requirements**

Existing City of Hattiesburg

The Hattiesburg Fire Department is another public safety service provider to the citizens of Hattiesburg. In addition to fighting fires, the Hattiesburg Fire Department (HFD) provides hazardous materials response, swift water rescue, and confined space rescue. Response to medical calls, inspections, and education are also services of the HFD. The city also operates its own fire training facility. The city's fire protection and prevention programs, along with its water system, have earned the city a Class 3 fire rating.

Hattiesburg operates its fire protection program from nine (9) stations located across the city. Station location and equipment is determined by a multitude of factors related to the fire class grading system utilized by the Mississippi State Rating Bureau. Each station is staffed 24 hours per day, 7 days a week with full-time, paid, highly trained firefighters.

The personnel and major equipment currently within the city's nine (9) stations and available to the Hattiesburg Fire Department are as follows:

Fire

Personnel (Budgeted/Filled)	Major Equipment
1/1 Administrative Assistant	3 Ladder Trucks
1/1 Assistant Chief	1 Ladder Truck (reserve)
6/6 Battalion Chiefs	8 Pumpers
6/6 Captains	3 Pumpers (reserve)
1/1 Chief	2 Boats (aluminum)
1/1 Director of Fire Training	2 Boats (inflatable)
1/1 Assistant Training Director	12 Pickups
1/1 Fire Marshall	2 SUVs
33/33 Engineers	2 Haz-Mat Trailers
32/28 Firefighters	3 Rescue Trailers
33/29 Firefighters/Relief Drivers	1 Swift Water Rescue Trailer
0/7 Fire Recruits*	1 Van (Academy)
4/3 Code Enforcement Officers	Misc. Training Equipment
21/21 Lieutenants	
1/1 Mechanic	

*Recruits will fill vacant positions after training is complete.

Police & Fire Training (also listed under Police Department)

Personnel (Budgeted/Filled)

1/1 Office Assistant

Major Equipment

1 Tractor

Fire Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Fire Department will not require any additional facilities, personnel, or major equipment in order for Hattiesburg to extend fire suppression services into the annexation areas. The nature of the duties and responsibilities of the Fire Department are such that day-to-day operations will be largely unaffected by annexation. Any increase in operating expenses is negligible, and therefore, is not calculated.

Timing of the Delivery of Services to the Annexation Area

The City of Hattiesburg will begin providing fire protection services immediately upon the effective date of the annexation.

**PUBLIC WORKS/SERVICES
PUBLIC WORKS DEPARTMENT
Departmental Summaries & Requirements**

Existing City of Hattiesburg

The Public Works Department provides some of the most visible services within the city. Public Works is responsible for a significant number of tasks associated with streets, rights-of-way, drainage, etc., including but not limited to:

- Street maintenance and repair (potholes, etc.);
- Sidewalk maintenance and repair;
- Drainage system maintenance and repair (erosion control, clean ditches, install pipes, etc.);
- City building maintenance and repair (carpentry, etc.);
- Mosquito control program;
- Removal of dilapidated houses and cleaning overgrown lots;
- Street cleaning/sweeping;
- Maintenance and repair of city vehicles and equipment;
- Right-of-way maintenance and landscaping;
- Prevention, detection, and repair of water leaks.

The personnel and equipment currently available to the various divisions within the Public Works Department are as follows:

Construction Division

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
2/1 Crew Foremen	1 Bucket Truck
1/1 Division Manager	1 Dump Truck
1/1 Electrician	7 Pickups
3/3 Facility Maintenance Repairers	2 Tractors
2/1 HVAC Specialists	4 Trailers
1/1 Plumber	1 Trencher
1/1 Office Manager	5 Vans

Garage, Office, & Fuel Station Division

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Administrative Assistant	N/A

Health Division

Personnel (Budgeted/Filled)

5/4 Crew Foremen
2/2 Crew Supervisors
9/9 Crew Workers
13/10 Equipment Operators
1/1 Office Manager

Major Equipment

6 Bushhogs	4 Dump Trucks
1 Excavator	8 Mowers
6 Pickups	1 SUV
1 Sprayer	1 Van
5 Tractors	1 Sweeper
1 Vacuum Truck	1 Water Jet Truck

Shop Division

Personnel (Budgeted/Filled)

1/1 Deputy Director
1/1 Mechanic Foreman
4/4 Mechanics

Major Equipment

2 Air Compressors
4 Pickups
1 Welding Machine
1 Mig Welder
1 AC Machine
1 Hose Machine

Streets Division

Personnel (Budgeted/Filled)

1/1 Department Director
1/1 Deputy Director
3/2 Crew Foremen
2/2 Crew Workers
3/3 Equipment Operators
7/4 Facility Maintenance Repairers
1/1 Administrative Assistant

Major Equipment

1 18 Wheeler	1 Air Compressor
1 Asphalt Truck	1 Backhoe
1 Car	1 Concrete Mixer
1 Concrete Saw	1 Dozer
5 Dump Trucks	2 Excavators / Skid Steers
3 Generators	1 Loader
3 Mini Excavators	8 Mowers
4 Mowers (Flail)	1 Pump
10 Pickups	1 Spreader Blade
3 SUVs	1 Track Loader
1 Trackhoe	5 Tractors
2 Tractors w/ Cabs & Side Mowers	8 Trailers
2 Vans	1 Wheel Loader

Public Works Needs Resulting from Annexation

As a result of annexing the proposed territory, the Public Works Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The nature of the duties and responsibilities of the Public Works Department are such that day-to-day operations will be largely unaffected by annexation. Any increase in operating expenses is negligible, and therefore, not calculated.

Because of the differing character of the annexation areas, Hattiesburg will approach street lighting differently. PAA 1 is a heavily wooded residential neighborhood which presently has no street lighting. Residents presumably this environment compared to one with more lighting. Hattiesburg will install street lighting in consultation with the neighborhood. If the neighborhood desires street lighting, fewer than ten (10) lights will be needed.

PAA 2 and 3 are commercial in nature despite having residential living units present. Street lighting will be provided on an as needed basis to ensure public safety for both the private properties and traveling public. Because of the very limited amount of public roadway in the areas, only a very small number of lights would be needed.

Because of the very limited number of street lights that could possibly be needed in the annexation areas, the costs to the City would be minimal and easily absorbed by the current budget. Thus, the cost of street lighting has not been computed.

Timing of the Delivery of Services to the Annexation Area

The services provided through the Public Works Department will begin immediately upon the effective date of annexation.

**PUBLIC WORKS/SERVICES
TRANSPORTATION & ENGINEERING DEPARTMENT
Departmental Summaries & Requirements**

Existing City of Hattiesburg

The Transportation & Engineering Department serves as the region's Metropolitan Planning Organization (MPO)³. Transportation (Mass Transit), which provides public transportation services, also falls under the responsibilities of the department.

Engineering oversees the planning, design and construction of city infrastructure including roadways, drainage, water, sewer and airport infrastructure. Engineering also provides technical assistance to other city departments and participates in subdivision and site plan review process.

Traffic maintenance and control (traffic lights, signage, striping, barricades, etc.) also falls under Transportation & Engineering.

The maintenance of the Bobby L. Chain Municipal Airport also falls under the department.

The personnel and major equipment currently available to the Transportation & Engineering Department are as follows:

Metropolitan Planning Organization Division (MPO)

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/0 Division Manager	1 SUV
1/1 Accountant	
1/1 Office Assistant	
1/0 Transportation Planner	

Transportation (Mass Transit)

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Division Manager	1 Car
1/1 Assistant Division Manager	17 Buses
18/18 Bus Drivers	1 Service Truck
3/3 Mechanics	2 SUVs
1/1 Mechanic Tech (part-time)	1 Trolley
1/1 Office Manager	3 Vans
1/1 Office Assistant	

³ The MPO is a regional transportation planning agency, which provide a forum for cooperative decision-making concerning area-wide transportation issues. The MPO was created by Federal and State law to develop transportation plans and programs and involves representatives from area local government.

Engineering

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Department Director	1 Car
1/1 Deputy Director	2 SUVs
1/1 GIS Division Manager	Surveying Equipment
1/1 Engineering Supervisor	
1/1 Engineer Technician	
2/2 Accountants	
1/1 Office Assistant	

Traffic Maintenance Division

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Division Manager	1 Bucket Truck
1/1 Traffic Operations Manager	6 Pickups
1/1 Crew Foreman	2 Sign Trucks
1/1 Crew Member	4 Trailers
1/1 Facility Maintenance Repairer	
1/1 Office Manager	

Airport

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Equipment Operator	N/A

Needs Resulting from Annexation

MPO

The MPO currently serves the entire region; therefore, there are no personnel or major equipment needs and no increased operating expenses.

Transportation (Mass Transit)

Mass Transit provides public transportation services along seven (7) fixed routes. Additionally, para transit services are provided to qualified individuals. Annexation will not change these routes or services; therefore, there are no personnel or major equipment needs and no increased operating expenses.

Engineering Department and Traffic Maintenance

As a result of annexing the proposed territory, neither the Engineering Department nor the Traffic Maintenance Department will require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The nature of the duties and responsibilities of these Departments are such that day-to-day operations will

be largely unaffected by annexation. Any increase in operating expenses is negligible and therefore not calculated.

Airport

The Bobby L. Chain Municipal Airport will not experience any impact resulting from annexation. Anyone wishing to utilize the airport facilities, including residents and property owners of the proposed annexation area, are already doing so. Therefore, there are no personnel or major equipment needs and no increased operating expenses.

Timing of the Delivery of Services to the Annexation Area

The services provided through the Transportation & Engineering Department will begin and/or be available immediately upon the effective date of annexation. MPO services of this department are already provided to the region, including the proposed annexation areas.

**PUBLIC WORKS/SERVICES
SANITATION DEPARTMENT
Departmental Summaries & Requirements**

Existing City of Hattiesburg

The Sanitation Department is responsible for garbage and trash collection (including leaf and yard debris removal). Recycling services are offered on a subscription basis for a fee of \$3.00 per month. The personnel and major equipment currently available to the Sanitation Department are as follows:

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Deputy Director	4 Pickups
2/2 Division Managers	1 SUV
7/7 Crew Workers	10 Garbage Trks. (side load)
20/19 Equipment Operators	4 Garbage Trks. (rear load)
1/1 Sustainability Driver	9 Knucklebooms
	3 Trailers

Sanitation Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Sanitation Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. Hattiesburg presently provides garbage services to PAA 1 which contains 22 housing units. PAAs 2 and 3 contain 35 dwellings, 32 of which are in a single mobile home park. The additional garbage and trash responsibilities resulting from annexation are minimal and easily absorbed by the current budget. Thus, the operating costs for this department have not been computed.

Timing of the Delivery of Services to the Annexation Area

With respect to sanitation services (garbage and trash collection), Hattiesburg's services will begin and/or be available immediately upon annexation. However, any term of service paid by residents for county services will be allowed to expire before transitioning to city garbage service (see Miss Code Ann. 17-17-5(2)).

PARKS & RECREATION DEPARTMENT

Departmental Summaries & Requirements

Existing City of Hattiesburg

The Hattiesburg Parks and Recreation Department not only provides for the park facilities and a variety of recreational programs, but is also responsible for the upkeep of six (6) city cemeteries, city community centers, and an urban forestry program which concerns the care and management of trees on city properties and public rights-of-way. Additionally, the Parks and Recreation Department, in conjunction with Public Works, participates in mowing city rights-of-way.

The personnel and major equipment currently available to the Parks and Recreation Department are as follows:

Administration/Community Relations

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/0 Department Director	1 Jeep
1/1 Administrative Assistant	1 SUV
3/3 Recreation Program Specialists	
1/1 Recreation Specialist	
1/0 Youth Programmer (part-time)	
37/37 Assistant Recreation Specialists (seasonal)	
5/5 Crew Workers (seasonal)	
1/1 Lifeguard - Manager (seasonal)	
3/3 Lifeguards - Leads (seasonal)	
6/6 Lifeguards (seasonal)	

Community Centers

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Division Manager	1 Pickup
1/1 Division Manager / Grant Coordinator	3 Vans
5/2 Custodians	
2/2 Facility Maintenance Repairers	
1/1 Facility Maintenance Worker	
1/1 Office Assistant	

Recreation Maintenance & Grounds Maintenance

Personnel (Budgeted/Filled)

1/1 General Manager	15/15 Facility Maint. Repairers
1/1 Administrative Support	10/10 Facility Maint. Workers
1/1 Office Assistant (part-time)	(seasonal)
1/1 Promotions (part-time)	2/2 Downtown Maintenance
2/1 Crew Supervisors	(both part-time)
10/10 Crew Workers	2/2 Equipment Operators
1/1 Sports Turf Superintendent	1/1 Mechanic
1/1 Irrigation Specialist	

Major Equipment

1 Bunker Rake	20 Pickups
1 Infield Machine	28 Mowers
2 Sod Cutters	1 Topdresser
3 Tractors	18 Trailers
5 Utility Vehicles	1 Vacuum

Cemetery

Personnel (Budgeted/Filled)

1/0 General Manager
1/1 Division Manager (Urban Forestry)
1/1 Division Managers Crew Foreman
1/1 Assistant Division Manager
6/6 Facility Maintenance Repairers
6/5 Equipment Operators
1/1 Office Assistant (part-time)

Major Equipment

1 Bucket Truck	1 Chipper Trailer
3 Dump Trucks	1 Knuckleboom Truck
1 Open Body Truck	1 Backhoe
1 Loader (Bobcat)	1 Mini Trackhoe
7 Pickups	1 SUV
1 Tractor	4 Utility Vehicles
4 Equipment Trailers	1 Stump Grinder

Parks & Recreation Needs Resulting from Annexation

As a result of annexing the proposed territory, the Parks and Recreation Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The services and amenities offered by the Parks and Recreation Department are already available to residents of the proposed annexation areas. The nature of the duties and responsibilities of the Parks & Recreation Department are such that day-to-day operations will be unaffected by annexation. Any increase in operating expenses is negligible, and therefore, not calculated.

Timing of the Delivery of Services to the Annexation Area

The services provided by Parks & Recreation will begin and/or be available immediately upon the effective date of annexation.

PARKING OPERATIONS
Departmental Summaries & Requirements

Existing City of Hattiesburg

The City of Hattiesburg provides and operates public parking facilities in downtown Hattiesburg. This service is not expected to be impacted by annexation, as the service is unique to a particular area of the city. Although annexation will have no impact on parking operations, the service is briefly noted for informational purposes.

The personnel and major equipment currently available are as follows:

Parking Operations

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
3/3 Parking Attendants (all part-time)	1 Car

Impact Resulting From Annexation Area

Annexation will have no impact on this function; therefore, there are no personnel or major equipment needs and no increased operating expenses.

WATER & SEWER SERVICES

Departmental Summaries & Requirements

The Water and Sewer Department provides for the operation of the city's water and sewer systems, including the water plant, water transmission system, sewer collection system, and sewer treatment system. This department is responsible not only for water production and water quality through fourteen (14) wells and two treatment plants, but also for reading water meters, maintaining water lines and fire hydrants, and locating water lines in conjunction with MS One Call. Likewise, the Water and Sewer Department is responsible for the sanitary sewer collection line maintenance, installing service taps, clearing line obstructions, line locations, and monitoring and testing regarding the wastewater treatment lagoons.

The personnel and major equipment currently available to the Water and Sewer Department are as follows:

Customer Accounts

Personnel (Budgeted/Filled)	Major Equipment
1/1 Division Manager	9 Pickups
1/1 Accountant	1 Van
7/7 Assessment Collection Assistants	
1/1 Crew Supervisor	
7/5 Crew Workers (filled - 4 full-time; 1 part-time) (vacant - 1 full-time; 1 part-time)	
1/1 Office Assistant	

Water Plant

Personnel (Budgeted/Filled)	Major Equipment
7/7 Operating Engineers	2 Cut-off Saws
1/1 Division Manager	3 Forklifts
1/1 Office Assistant	7 Mowers
	1 Pickup
	2 Tractors
	3 Trailers

Water Transmission

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Department Director	2 Air Compressors
1/1 Deputy Director	1 Backhoe
1/1 Crew Supervisor	4 Compact Excavators
3/3 Crew Foremen	4 Dump Trucks
12/12 Crew Workers	1 Dump Truck w/ Crane
1/1 Equipment Operator	10 Pickups
	1 Truck (Chassis Cab)
	3 Trailers

Sewer

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Division Manager	2 Air Compressors
1/1 Crew Foreman	1 Backhoe
3/3 Crew Workers	1 Dump Truck (Flatbed)
1/0 FOG Inspector	1 Dump Truck
	3 Excavator
	3 Sewer Trucks - Jetters
	1 Trailer
	2 Sewer Trailers - Jetters

Lagoon

<u>Personnel (Budgeted/Filled)</u>	<u>Major Equipment</u>
1/1 Division Manager	2 Bobcats
1/1 Equipment Operators	4 Pickups
8/8 Crew Workers	4 Trucks (Crew Cab)
	1 Van

Water and Sewer Needs Resulting from Annexation

PAA 1 is developed as a residential subdivision and is presently served water and sewer by the City of Hattiesburg. No additional improvements are needed.

PAA 2 presently has Hattiesburg's sewer service available for connections. Hattiesburg's sewer infrastructure presently lies along the east right-of-way of Sullivan-Kilrain Road and along Highway 11.

PAA 3, also has Hattiesburg's sewer infrastructure within reach. The new Dollar General is connected to City sewer. Short extensions of existing infrastructure are necessary to serve remaining structures in PAA 3, and such extensions can be easily accomplished within Hattiesburg's existing budget. Future development, likewise, can be served with short extensions of existing utilities.

PART 3. FINANCIAL ANALYSIS

Financial information is provided in this section and is important for a variety of reasons. First, Hattiesburg’s financial ability to provide services and make improvements in the proposed annexation areas is one of the *twelve indicia* utilized by the court to determine reasonableness. Second, it is entirely logical for a governing authority to know the financial impact of its commitment to provide services and improvements. This is particularly true when annexation improvements are contingent upon financial feasibility. Finally, annexed citizens need to be assured that the costs of servicing the annexation areas are manageable. Here, the annexation areas are very small, in some cases already served by the city, and services can be delivered with existing departmental resources. The financial impact to the city is minimal.

Although the City of Hattiesburg has a complex financial structure, the analysis that follows is simplified and designed to examine only the primary operating funds of the city and key financial metrics. As the data indicates, Hattiesburg is in sound financial condition and without question the City has the financial ability to provide services and improvements to the three areas it seeks to annex.

TABLE 1: Assessed Valuation Data (next page)

A city’s assessed valuation is an important financial measure because it serves as one factor in the property tax equation, and property tax accounts for a substantial portion of Hattiesburg’s operating revenues. As such, observing growth or decline in a city’s assessed valuation can be an indicator of increasing or decreasing revenues, or an indicator of the necessity to adjust tax rates in order to produce desired income levels.

A five (5) year history of Hattiesburg’s assessed valuation is indicated in Table 1, which follows on the next page. Also included is the 2024 assessed valuation for the proposed annexation areas. Real property is compiled from the Forrest County tax data and the value of automobiles is estimated by the City’s consultant.

Table 1

City of Hattiesburg
HISTORICAL ASSESSED VALUATION

Existing City

	<u>2020 TAX ROLL</u>	<u>2021 TAX ROLL</u>	<u>2022 TAX ROLL</u>	<u>2023 TAX ROLL</u>	<u>2024 TAX ROLL</u>	<u>AARC 2020-2024</u>
Realty	\$335,374,023	\$341,303,348	\$343,738,269	\$363,777,513	\$365,532,243	1.74%
Personalty	95,203,614	90,979,337	99,017,698	110,593,996	107,144,083	2.39%
Auto	44,757,613	47,502,352	47,524,236	44,155,142	45,656,998	0.40%
Public Utilities	<u>26,869,460</u>	<u>29,898,627</u>	<u>29,703,115</u>	<u>31,448,403</u>	<u>31,464,370</u>	<u>3.21%</u>
SUB-TOTAL:	\$502,204,710	\$509,683,664	\$519,983,318	\$549,975,054	\$549,797,694	1.8%
Less Homestead Valuation	<u>(19,071,611)</u>	<u>(23,874,154)</u>	<u>(24,179,676)</u>	<u>(25,068,645)</u>	<u>(25,467,720)</u>	6.0%
TOTAL:	\$483,133,099	\$485,809,510	\$495,803,642	\$524,906,409	\$524,329,974	1.7%

Proposed Annexation Areas

	<u>2024 TAX ROLL</u>
Realty	\$476,750
Auto	<u>59,549</u>
SUB-TOTAL:	\$536,299
Less Homestead Valuation	<u>(46,638)</u>
TOTAL:	\$489,661

NOTE: Ad valorem taxes are collected one year in arrears. FYE2025 collections are based on the 2024 tax roll (assessed valuation).

SOURCES: City - spreadsheets provided by the City of Hattiesburg's Administrative/Finance Dept.;
PAA's - Real property tabulated from Forrest County tax rolls for year noted;
Bridge & Watson calculations.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 11, 2025

TABLE 2: Retail Sales Tax Diversions

When a retailer is located within a municipality, the state pays (or diverts) to the municipality a portion of the sales tax collected from the retailer. Specifically, 18.5% of the 7% sales tax paid by the consumer is rebated to the city. Sales taxes do not increase because the retailer is in a municipality. Instead, the State of Mississippi gives up a small portion of its collections.⁴

Called retail sales tax diversions, the revenue resulting from retail sales is significant to a municipality. Just as property taxes are significant, retail sales tax diversions make up approximately half of Hattiesburg’s general fund collections. Fortunately, Hattiesburg has enjoyed increasing sales tax revenues.

Table 2

City of Hattiesburg
HISTORICAL RETAIL SALES TAX DIVERSIONS

	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>	<u>FYE2024</u>
Revenue to City¹	\$22,197,028	\$24,677,423	\$27,118,499	\$27,709,585	\$27,710,026

¹ Mississippi Dept. of Revenue annual reports for years noted; MDoR fiscal year is July 1 thru June 30.

SOURCES: Mississippi Dept. of Revenue
PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 11, 2025

Retail sales data is not available for the Proposed Annexation Areas. Although the PAAs will produce some sales tax revenue, the amount would be insignificant compared to the city’s budget. With only a few commercial uses within the PAAs, the actual sales tax diversions are held in confidence by the Mississippi Department of Revenue and are not available.

⁴ In other words, annexation does not result in any additional sales taxes paid by the consumer or retailer.

TABLE 3: General Fund

The general fund accounts for many of the services offered by Hattiesburg, including police, a portion of fire, urban development, federal programs, metropolitan planning, city administration, city council and city clerk, a portion of street and right-of-way maintenance, street lighting, municipal elections, financial administration, building inspections, code enforcement, sanitation, pest and animal control, and multiple other services.

The lion's share of financial transactions, excluding enterprise funds, occurs in the general fund. Therefore, when determining the financial health of a municipality the general fund is a key indicator. For Hattiesburg, the general fund is very healthy in that the fund balance is continually growing and is at a level well above that recommended by governmental finance professionals. Hattiesburg's general fund balance is 35.8% of its operating obligations.

A five-year history of Hattiesburg's general fund appears in Table 3 on the following page.

Table 3

City of Hattiesburg

GENERAL FUND

HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>
Revenues					
General property taxes	\$18,709,716	\$19,314,631	\$19,831,777	\$20,796,815	\$21,323,185
Sales tax collections ¹	22,753,938	22,517,049	32,003,013 ¹	34,051,987	34,820,897
Other taxes	38,727	20,868	23,385	14,831	10,741
Licenses and permits	4,199,022	3,977,940	4,147,534	4,471,382	4,699,112
Fines, forfeitures and penalties	807,861	851,427	1,080,850	778,853	667,813
Interest, rents and concessions	199,560	286,473	148,922	134,443	150,445
Intergovernmental	1,405,375	313,867	1,861,670	1,028,233	1,143,330
Charges for services	2,491,802	2,546,108	2,465,815	2,373,857	2,365,392
Other revenues	632,012	1,921,378	484,490	604,201	446,265
Total revenues	51,238,013	51,749,741	62,047,456	64,254,602	65,627,180
Expenditures					
Current:					
General government	8,761,886	8,632,566	8,275,236	\$17,530,040	\$11,177,328
Public safety	23,609,025	22,881,291	23,591,879	24,032,700	25,455,330
Public services	12,388,139	12,399,697	13,246,887	11,456,520	12,890,419
Other services	1,469,290	1,394,347	1,392,609	1,236,282	1,463,397
Culture and recreation ¹	0	0	6,241,129 *	6,676,888	6,899,042
Human/social assistance	204,000	160,000	187,500	0	0
Economic development	320,747	467,279	1,017,995	2,181,782	4,023,506
Debt service:	1,383,289	2,536,757	1,095,226	1,111,545	1,122,220
Principal payments	939,448	2,117,283	717,079	752,685	781,247
Interest and fiscal charges	443,841	419,474	378,147	358,860	340,973
Total expenditures	48,136,376	48,471,937	55,048,461	64,225,757	63,031,242
Excess (deficiency) of revenues over (under) expenditures	3,101,637	3,277,804	6,998,995	28,845	2,595,938
Other Financing Sources (Uses)					
Proceeds from long term debt	607,000	0	0	0	0
Proceeds from leases	0	0	0	6,644,530	0
Proceeds from subscription based intangible assets	0	0	0	0	115,500
Proceeds from sale of capital asset	49,277	2,045	19,161	42,289	713,826
Compensation for loss of capital assets	275,365	0	0	0	0
Transfers in	79	500,000	824,000	1,216,230	0
Transfers out	(3,937,168)	(4,143,150)	(2,897,321)	(3,434,430)	(3,092,495)
Other sources	63,691	75,994	100,073	93,463	188,981
Total Other Financing Sources (Uses)	(2,941,756)	(3,565,111)	(1,954,087)	4,562,082	(2,074,188)
Net Change in Fund Balance	159,881	(287,307)	5,044,908	4,590,927	521,750
Fund balance - beginning of year	10,463,374	12,247,508	11,976,368	17,479,131	22,070,058
Prior period adjustment	1,624,253	0	457,855	0	0
Fund balance - end of year	\$12,247,508	\$11,960,201	\$17,479,131	\$22,070,058	\$22,591,808
BALANCE as a % of TOTAL EXPENDITURES	25.4%	24.7%	31.8%	34.4%	35.8%

¹ Beginning in FYE2021, auditors included tourism related revenues and expenditures in General Fund activity.

SOURCES: Hattiesburg's financial statements/reports for years noted.

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: March 7, 2025

TABLE 4: Municipal Fire Protection Fund

Hattiesburg's fire protection fund accounts for a special revenue item paid to the city by the State of Mississippi (see Miss. Code Ann. 83-1-37) and utilized for fire protection purposes. Known as the Municipal Fire Protection Fund, Mississippi distributes funds to municipalities on a population basis.

As with the general fund, the municipal fire protection fund carries a very healthy balance.

Table 4
City of Hattiesburg Select Special Revenue Funds
MUNICIPAL FIRE PROTECTION FUND
HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>
Revenues					
Fines, forfeitures and penalties	\$429	\$631	\$0	\$0	\$45
Interest, rents and concessions	3,300	2,257	2,837	3,027	6,048
Intergovernmental	271,433	277,444	0	615,950	314,831
Charges for services	95,652	95,652	95,652	95,652	95,652
Other revenues	0	0	0	0	0
Total revenues	<u>370,814</u>	<u>375,984</u>	<u>98,489</u>	<u>714,629</u>	<u>416,576</u>
Expenditures					
Current:					
Public safety	217,128	99,996	86,441	60,411	152,055
Debt service:					
Principal payments	256,330	239,522	62,321	69,381	60,100
Interest and fiscal charges	16,075	10,690	7,718	6,494	4,102
Total expenditures	<u>489,533</u>	<u>350,208</u>	<u>156,480</u>	<u>136,286</u>	<u>216,257</u>
Excess (deficiency) of revenues over (under) expenditures	(118,719)	25,776	(57,991)	578,343	200,319
Fund balance - beginning of year	465,276	346,557	372,333	314,342	892,685
Fund balance - end of year	<u>\$346,557</u>	<u>\$372,333</u>	<u>\$314,342</u>	<u>\$892,685</u>	<u>\$1,093,004</u>

SOURCES: Hattiesburg's financial statements/reports for FYE2019 thru FYE2023.

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: March 10, 2025

TABLE 5: Municipal Road and Bridge Fund

The municipal road and bridge fund accounts for the city's portion of county road and bridge tax revenues refunded to the city. Pursuant to Miss. Code Ann. 65-15-21, counties refund one-half of the road and bridge tax revenue collected by the county from within a municipality provided the municipality maintains its own streets. Grant funds are also periodically deposited into this fund. Funds are expended for road maintenance purposes.

The negative fund balance shown in FYE2021 is not an indicator of poor financial performance or financial stress. As the data shows, the balance fluctuates as road improvement projects are accomplished. A road project spanning more than one year could show an accumulation of funds until project completion, thus creating a large fund balance. Likewise, a reimbursable grant (funding after the fact) could result in a small or negative fund balance if reimbursement falls in a subsequent fiscal year.

Table 5
City of Hattiesburg Select Special Revenue Funds
MUNICIPAL ROAD AND BRIDGE FUND
HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>
Revenues					
Interest, rents and concessions	\$3,418	\$9,502	\$2,836	\$1,121	\$45,683
Intergovernmental	2,078,567	2,675,758	2,118,000	7,173,697	7,325,872
Charges for services	0	0	0	0	0
Other revenues	126,500	170,000	0	0	0
Total revenues	<u>2,208,485</u>	<u>2,855,260</u>	<u>2,120,836</u>	<u>7,174,818</u>	<u>7,371,555</u>
Expenditures					
Current:					
Public services	2,279,917	4,141,296	3,915,242	6,032,626	1,543,474
Debt service:					
Principal payments	0	0	0	0	0
Interest and fiscal charges	0	0	0	0	0
Total expenditures	<u>2,279,917</u>	<u>4,141,296</u>	<u>3,915,242</u>	<u>6,032,626</u>	<u>1,543,474</u>
Excess (deficiency) of revenues over (under) expenditures	(71,432)	(1,286,036)	(1,794,406)	1,142,192	5,828,081
Other Financing Sources (Uses)					
Transfers in	270,000	393,000	0	0	0
Transfers out	0	0	0	(321,407)	0
Other sources	0	100,000	0	0	0
Total Other Financing Sources (Uses)	<u>270,000</u>	<u>493,000</u>	<u>0</u>	<u>(321,407)</u>	<u>0</u>
Net Change in Fund Balance	198,568	(793,036)	(1,794,406)	820,785	5,828,081
Fund balance - beginning of year	2,145,740	2,344,308	1,551,272	(243,134)	577,651
Fund balance - end of year	<u>\$2,344,308</u>	<u>\$1,551,272</u>	<u>(\$243,134)</u>	<u>\$577,651</u>	<u>\$6,405,732</u>

SOURCES: Hattiesburg's financial statements/reports for FYE2019 thru FYE2023.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 10, 2025

TABLE 6: Summary of Fund Balances

Perhaps a simplistic way to collectively view tables 3 through 5 is to simply summarize the fund balances. Table 6 repeats the fund balances and then sums them, providing an indication of Hattiesburg's financial strength across each of the funds. It is important to note, however, that fund balances do not equate into cash on hand as they are the product of accrual based accounting.

Table 6

City of Hattiesburg

SUMMARY OF FUND BALANCES

	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>
<u>General Fund</u>					
Fund balance - beginning of year	\$10,463,374	\$12,247,508	\$11,976,368	\$17,479,131	\$22,070,058
Fund balance - end of year	\$12,247,508	\$11,960,201	\$17,479,131	\$22,070,058	\$22,591,808
<u>Municipal Fire Protection</u>					
Fund balance - beginning of year	\$465,276	\$346,557	\$372,333	\$314,342	\$892,685
Fund balance - end of year	\$346,557	\$372,333	\$314,342	\$892,685	\$1,093,004
<u>Municipal Road & Bridge</u>					
Fund balance - beginning of year	\$2,145,740	\$2,344,308	\$1,551,272	(\$243,134)	\$577,651
Fund balance - end of year	\$2,344,308	\$1,551,272	(\$243,134)	\$577,651	\$6,405,732
<u>Summary</u>					
Fund balance - beginning of year	\$13,074,390	\$14,938,373	\$13,899,973	\$17,550,339	\$23,540,394
Fund balance - end of year	\$14,938,373	\$13,883,806	\$17,550,339	\$23,540,394	\$30,090,544

SOURCES: Hattiesburg's financial statements/reports for FYE2019 thru FYE2023.

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: March 10, 2025

TABLE 7: Projected Revenues and Expenditures from the Proposed Annexation Areas

Because of the limited size and minimal financial impact this annexation will have upon the City of Hattiesburg, there is no need to undertake sophisticated financial analysis or projections of the PAA. The annexation areas will generate a certain amount of revenue from property taxes, and an unknown amount of sales tax will be generated from the Dollar General.

The anticipated revenue from the PAA is calculated based upon the taxable assessed valuation shown in Table 1 (\$489,661) as follows:

**Table 7 Estimated Revenues Derived from Property Tax
Proposed Annexation Area**

Item	Amount
General Fund (41.15 mills)	\$20,150
Parks and Recreation (2 mills)	\$ 979
Library (1.85 mills)	\$ 906
Bonds and Interest (5 mills)	\$ 2,448
Disability and Relief (2.63 mills)	\$ 1,288
Mass Transit (0.5 mills)	\$ 245
Co Road and Bridge (3.06 mills)	\$ 1,498
Total Revenues	\$27,514



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc:
Date: Tuesday, June 3, 2025
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2025-437
Minute Book #

Summary

Adopt Resolutions of Condemnation 06 03 2025

Recommendation Statement

I recommend the adoption of resolutions determining that the properties listed in the following attachments 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 June 3, 2025 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: June 3, 2025

RE: Adopt Condemnation Resolutions

Adopt resolutions condemning the following properties to be in such a state of uncleanness 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.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	0 Pack Street	15571	2	OGL, GAR/RUB	Cut, Clean	\$2,000	\$1,500
2.	623 Milton Barnes Avenue	12939	2	VS, US, DB, DS, OGL	Cut, Clean, Secure, Demo	\$6,100	\$1,500
3.	704 River Street	17498	2	VS, US, DB, DS, OGL	Cut, Clean, Secure, Demo	\$8,100	\$1,500
4.	1025 Atlanta Street	14993	2	VS, US, DB, DS, OGL, AV	Cut, Clean, Secure, Demo, Tow	\$10,500	\$1,500
5.	1105 Cherry Street	13467	2	VS, US, DB, DS, OGL	Cut, Clean, Secure, Demo	\$10,500	\$1,500
6.	1210 Coit Street	12801	2	VS, US, DB, DS, OGL	Cut, Clean, Demo	\$6,000	\$1,500

7.	1707 River Avenue	26790	2	VS, US, DB, DS, OGL	Cut, Clean, Demo	\$9,500	\$1,500
8.	615 W 4th Street	13291	4	DS, ES, PT, OGL, GAR/RUB, OS, AV	Cut, Clean, Secure, Demo, Tow	\$11,100	\$1,500
9.	905 Monterrey Lane	24417	3	VS, DS, PT, HT, GAR/RUB, OGL	Cut, Clean, Secure	\$16,500	\$1,500

Garbage & Rubbish=GAR/RUB
 Dilapidated Building=DB
 Dangerous Structure=DS
 Imminent Danger=ID
 Overgrown Lot=OGL
 Open Storage=OS
 Unsafe Structure=US
 Abandoned Vehicle=AV
 Abandoned Structure=AS
 Vacant Structure=VS
 Owner Responsibility=OR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #1 - 0 Pack Street PPIN 15571

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

0 Pack Street, Hattiesburg, MS 39401, PPIN: 15571, Parcel: 2-038A-15-129.00, and better described as: Lots 8 & 9, Block 2 of the Hall L E Subdivision of Arledge, City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file in The Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is M. Jean Giove

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code 302.4) and Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #2 - 623 Milton Barnes Avenue

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

623 Milton Barnes Avenue, Hattiesburg, MS 39401, PPIN: 12939, Parcel: 2-038B-15-585.00, and better described as: East ½ of the East ½ of Lot 1 and all of Lot 2, Block 11, J.E. Arledge Subdivision, Forrest County, Mississippi as per the map or plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Progressive Builders Group, LLC Attn: Justin Powell

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Unsafe Structure (International Property Maintenance Code 108.1.1, 108.1.3, 108.1.5), Dilapidated Building (International Property Maintenance Code 304.1), Dangerous Structure (International Property Maintenance Code 108.1.5.5), and Overgrown Lot or Weeds (International Property Maintenance Code 302.4).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City

Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #3 - 704 River Street

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

704 River Street, Hattiesburg, MS 39401, PPIN: 17498, Parcel: 2-029H-03-147.00, and better described as: A portion of Lots 9 and 10, Block 37, of The Hick Subdivision of Hardy & Scott, described as follows: Beginning at the Northeast corner of Lot 9, thence West a distance of 100 feet, thence South a distance of 50 feet, thence West a distance of 100 feet, thence South a distance of 40 feet, thence East a distance of 200 feet, thence North a distance of 90 feet to the Point of Beginning; all being situated in Block 37 of The Hick Subdivision of Hardy & Scott, City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, the owner of the property is Victor C & Thelma Floyd and CMB Financial Services

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Unsafe Structure (International Property Maintenance Code 108.1.1, 108.1.3, 108.1.5), Dilapidated Building (International Property Maintenance Code 304.1), Dangerous Structure (International Property Maintenance Code 108.1.5.5), and Overgrown Lot or Weeds (International Property Maintenance Code 302.4).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.
3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #4 - 1025 Atlanta Street

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

1025 Atlanta Street, Hattiesburg, MS 39401, PPIN: 14993, Parcel: 2-029B-03-304.00, and better described as: Lot Eleven (11), Block One (1), A. R. Fairley First Addition to the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, the owner of the property is Clarence T Wilson II, Ganesha Tax Investments LLC, and Odysseus Strategies LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Unsafe Structure (International Property Maintenance Code 108.1.1, 108.1.3, 108.1.5), Dilapidated Building (International Property Maintenance Code 304.1), Dangerous Structure (International Property Maintenance Code 108.1.5.5), Overgrown Lot or Weeds (International Property Maintenance Code 302.4), and Abandoned Vehicle (International Property Maintenance Code 302.8).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally

contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #5 - 1105 Cherry Street

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

1105 Cherry Street, Hattiesburg, MS 39401, PPIN: 13467, Parcel: 2-038G-15-005.00, and better described as: South 55 feet of Lots One (1), Two (2), and Three (3), Block Four (4), Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Curtis Vickers Jr

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Unsafe Structure (International Property Maintenance Code 108.1.1, 108.1.3, 108.1.5), Dilapidated Building (International Property Maintenance Code 304.1), Dangerous Structure (International Property Maintenance Code 108.1.5.5), and Overgrown Lot or Weeds (International Property Maintenance Code 302.4).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally

contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #6 - 1210 Coit Street

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

1210 Coit Street, Hattiesburg, MS 39401, PPIN: 12801, Parcel: 2-029B-03-200.00, and better described as: The Southeast Quarter (¼) of Lot 3, in Block 9 of the Nancy Anderson Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Kenneth Harrison

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Unsafe Structure (International Property Maintenance Code 108.1.1, 108.1.3, 108.1.5), Dilapidated Building (International Property Maintenance Code 304.1), Dangerous Structure (International Property Maintenance Code 108.1.5.5), and Overgrown Lot or Weeds (International Property Maintenance Code 302.4).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally

contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #7 - 1707 River Avenue

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

1707 River Avenue, Hattiesburg, MS 39401, PPIN: 26790, Parcel: 2-030N-11-004.00, and better described as: Beginning at a point 100 feet East and 20 feet South of the Northwest corner of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼); thence South 150 feet; thence East 175 feet; thence North 150 feet; thence West 175 feet to the point of beginning.

WHEREAS, the owner of the property is Eddie Joe Pearson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Unsafe Structure (International Property Maintenance Code 108.1.1, 108.1.3, 108.1.5), Dilapidated Building (International Property Maintenance Code 304.1), Dangerous Structure (International Property Maintenance Code 108.1.5.5), and Overgrown Lot or Weeds (International Property Maintenance Code 302.4).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally

contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #8 - 615 W 4th Street

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

615 W 4th Street, Hattiesburg, MS 39401, PPIN: 13291, Parcel: 2-029E-04-122.00, and better described as: West 25.7 feet of Lot 4 & all of Lot 5, Block 1, Bounds Addition, City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, the owner of the property is Irene Floyd Attn: Angela Floyd

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Exterior Structure (International Property Maintenance Code 304.1.1), Protective Treatment (International Property Maintenance Code 304.2), Overgrown Lot or Weeds (International Property Maintenance Code 302.4), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), Open Storage (Hattiesburg Land Development Code 5.4.42), and Abandoned Vehicle (International Property Maintenance Code 302.8).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally

contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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 3rd day of June, 2025, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #9 - 905 Monterrey Lane

WHEREAS, on the 6th day of May, 2025 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of June, 2025, in the City Council Chambers on the second floor of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

905 Monterrey Lane, Hattiesburg, MS 39401, PPIN: 24417, Parcel: 2-039F-18-342.00, and better described as: Lot 50 of the Tanglewood West Subdivision as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Kathy M Brown-Williams & Shamina Jackson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Dangerous Structure (International Property Maintenance Code 108.1.5.5), Protective Treatment (International Property Maintenance Code 304.2), Hazardous Tree (Code of Ordinance 3248, Section 4.2), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Maintenance Code 302.4).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally

contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc:
Date: Tuesday, June 3, 2025
Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2025-432
Minute Book #

Summary

Adopt Resolutions of Adjudication 06 03 2025

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the June 3, 2025 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: June 3, 2025

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property by State Law, against the following properties.

Owner	Address	Clean Up Costs	WARD	PPIN
Herbert Robert Evans Jr and Carolyn Evans	1220 Dewey Street	\$9,812.42	2	20350
Stella Louise Parmely	434 Buschman Street	\$3,371.51	4	21911
Rickey McDuffie	6 Alder Lane	\$5,698.38	5	12159

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 3rd day of June, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 1220 DEWEY STREET

INDEXING INSTRUCTIONS: The property described in this instrument is on the LOT 13, BLOCK 4, MAYFLOWER PARK SUBDIVISION, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Herbert Robert Evans Jr and Carolyn Evans	1220 Dewey Street	2-029B-03-215.00	Filing: \$26.00
			Title: \$250.00
			Publication: \$39.12
			Demo: \$5,386.80
			Tipping: \$2,456.00
			Dirt: \$154.50
			Penalty: \$1,500.00
			Total: \$9,812.42

1220 DEWEY STREET, HATTIESBURG, MS 39401, PPIN: 20350, PARCEL: 2-029B-03-215.00, AND BETTER DESCRIBED AS: LOT 13, BLOCK 4 OF THE MAYFLOWER PARK SUBDIVISION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI;

**TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES
THEREUNTO BELONGING.**

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 3rd day of June, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 434 BUSCHMAN STREET

INDEXING INSTRUCTIONS: The property described in this instrument is on the LOT 7 AND THE SOUTHWEST ½ OF LOT 8, BLOCK 2, D. H. MCINNIS SECOND SURVEY OR ADDITION, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Stella Louise Parmely	434 Buschman Street	2-029I-10-153.00	Filing: \$26.00
			Publication: \$40.80
			Lot Clear/Secure: \$1,436.71
			Tipping: \$368.00
			Penalty: \$1500.00
			Total: \$3,371.51

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.**

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 3rd day of June, 2025, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 6 ALDER LANE

INDEXING INSTRUCTIONS: The property described in this instrument is on the LOT 18, BLOCK 22, SOUTHERN ACRES SUBDIVISION, FORREST COUNTY, MISSISSIPPI.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Rickey McDuffie	6 Alder Lane	2-038P-22-025.00	Filing: \$26.00 Publication: \$37.08 Lot Clear: \$2,479.30 Tipping: \$1,656.00 Penalty: \$1500.00
			Total: \$5,698.38

6 ALDER LANE, HATTIESBURG, MS 39401, PPIN: 12159, PARCEL: 2-038P-22-025.00, AND BETTER DESCRIBED AS: LOT 18, BLOCK 22 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of June, 2025.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of June, 2025.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc: Wiley Quinn, Urban Development Director
Date: Tuesday, June 3, 2025
Re: Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.
File Number: 2025-435
Minute Book #

Summary

Approval of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement

I recommend the approval of the release of lien documents for the properties on the attached list.

Please place this on the June 3, 2025 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: June 3rd, 2025

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Rodrick & Deborah A. Woullard	Bernard Street	47158	Bk: 1460, Pg: 720-721	Resolution 2024-202 \$475.00 Paid

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	11/05/2024
BOOK:	1460
PAGE:	720-721
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$475.00
NAME:	Rodrick & Deborah A. Woullard

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Bernard Street, PPIN: 47158, Parcel: 2-038G-15-093.04, and better described as: The South 135 feet of Lots 5 and 6, Block 12 and the North 10 feet of a vacant alley between Bernard Street and Franklin Street, Burkett Subdivision, City of Hattiesburg, Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 3rd day of June, 2025.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of June, 2025, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, June 3, 2025
Re: Approve the purchase of property located at PPIN 27462, Parcel # 2-024K-31-006.00 in the amount of \$17,500.00 and authorize the Mayor to execute any and all necessary documents at closing. Authorize the issuance of a manual check, including closing costs, for the same.
File Number: 2025-379
Minute Book #

Summary

Approve the purchase of property located at PPIN 27462, Parcel # 2-024K-31-006.00 in the amount of \$17,500.00 and authorize the Mayor to execute any and all necessary documents at closing. Authorize the issuance of a manual check, including closing costs, for the same.

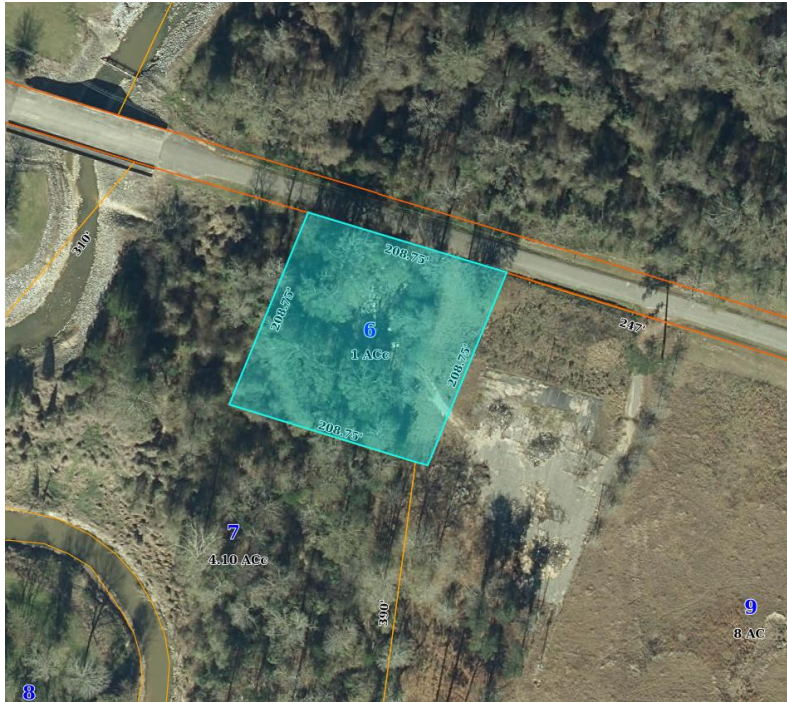
Recommendation Statement

I recommend the purchase of this property.

Please place this on the June 3, 2025 City Council meeting for consideration.

APPRAISAL REPORT

+/-1.0 Acre - Land
Lakeview Road
Hattiesburg, Mississippi 39401



PREPARED FOR:

City of Hattiesburg
c/o Ann Jones, Chief Administrator Officer
PO Box 1898,
Hattiesburg, Mississippi 39401

AS OF:

March 17, 2025

PREPARED BY:

Zac Fairley Appraisals, LLC
47 Town Center Square, Suite 201,
Hattiesburg, Mississippi 39402



APPRAISALS & CONSULTING
47 TOWN CENTER SQUARE, SUITE 201, HATTIESBURG, MS 39402
601-466-2750 ZACFAIRLEY@ZFAPPRAISALS.COM

March 17, 2025

City of Hattiesburg
c/o Ann Jones, Chief Administrator Officer
PO Box 1898,
Hattiesburg, MS 39401

Ms. Jones:

RE: *Appraisal of +/-1.0 acre of land located along Lakeview Road, Hattiesburg, Forrest County, Mississippi 39401*

Thank you for the opportunity to provide appraisal services. Based on our agreement with you, we have performed a market value appraisal of the fee simple interest and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice.

The subject of this report is a vacant parcel of land containing +/-1.0 acre. The subject is located on the south side of Lakeview Road just east of the Lake Terrace Convention Center. The property is located inside the city limits with all utilities in place and is zoned B-5; Regional Business District.

Based upon my investigation, it is my opinion the "As-Is" Market Value as of the effective appraisal date, is:

"As-Is" Market Value			
Appraisal Condition	Interest Appraised	Date of Value	Market Value
"As-Is"	Fee Simple	March 17, 2025	\$15,000

The narrative appraisal report that follows sets forth the identifications of the property, the assumptions and limiting conditions, pertinent data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

Respectfully submitted,

Zachary H. Fairley
State Certified General Real Estate
Appraiser, GA-1418

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✔ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✔ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2024 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification by providing a timber appraisal used in conjunction with this appraisal report.
- ✔ My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

- ✔ It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
- ✔ I have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- ✔ I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

It is my opinion the market value of the property described herein, as of the effective appraisal date is:

"As-Is" Market Value			
Appraisal Condition	Interest Appraised	Date of Value	Market Value
"As-Is"	Fee Simple	March 17, 2025	\$15,000

Respectfully submitted,



Zachary H. Fairley
State Certified General Real Estate
Appraiser, GA-1418

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Addendum

Appraiser Assumptions
Limiting Conditions
Engagement Letter
Subject Documents
Professional Qualifications



Summary of Salient Facts and Conclusions	
Property Identification	The subject of this report is a parcel of land located along Lakeview Road. It is situated west of N 31 st Ave, north of Highway 49, and south of Interstate 59 in Hattiesburg, Forrest County, Mississippi.
Property Tax Identification Number(s)	2-024K-31-006.00/ PPIN No. 27462
Owner of Record	Black Warrior Corporation
Date of the Report	March 17, 2025
Effective Date of the Appraisal	March 6, 2025
Property Rights Appraised	Fee Simple
Property Size	+/- 1.0 Acres The site size was taken from the Forrest County Tax Assessor's records and considered accurate. If provided a survey indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	B-5; Regional Business District
Property Description	The subject of this report is parcel of land containing +/-1.0 acre. The subject is located on the south side of Lakeview Road just east of the Lake Terrace Convention Center. The property is located inside the city limits with all utilities in place and is zoned B-5; Regional Business District.
Current Use	Commercial (Vacant)
Final Value Conclusions	
Land Value	\$15,000
Final Value Conclusion (Rounded):	\$15,000

Purpose of the Appraisal

The purpose of the appraisal is to provide an estimate of the “As-Is” Market Value for the fee simple interest, as of the effective appraisal date, March 6, 2024.

Market Value

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source

United States Treasury Department, Comptroller of the Currency 12 CFR part 34, §34.42(f)

Client and Intended User(s)

The client and intended user(s) of this appraisal report is the City of Hattiesburg.

Intended Use

The intended use of the appraisal is for internal asset decision making purposes by the client. The report is not intended for any other use.

Interest Appraised

“**Fee Simple Estate**” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act was passed on July 26, 1990. This Act provides comprehensive civil rights protection for individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. This Act was designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities and access to public facilities available to persons without handicaps. We have not made an ADA compliance survey as it is beyond the scope of our expertise as appraisers.

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the client. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Extent of Inspection

Zac Fairley performed a site inspection on March 6th, 2025. The site was viewed from readily accessible areas. Photographs from the site visit can be found later in this report.

We are not engineers and are not competent to judge matters of an engineering nature, nor has the appraiser(s) retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, the appraiser(s) makes no representations relative to the condition of the improvements, if any exist. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser(s) by ownership or management.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Ownership and Subject Property History

The property is owned by the Black Warrior Corporation. This conveyance is recorded in Deed Book 586 Page 694 at the Forrest County Chancery Clerk Office. We are not aware of any conveyances in ownership in the last three years.

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Taxes and Assessments

The property is identified as Parcel No. 2-024K-31-006.00 by the Forrest County Tax Assessor.

ASSESSMENT INFORMATION - FORREST COUNTY						
PPIN #	Land Size	Land Assessment		Improvement Assessment		Total Assessment
27462	1.0	\$9,000	100%	NA	0%	\$9,000
TAX INFORMATION - FORREST COUNTY						
County	City	School		Total	Taxes Paid	
\$88.43	\$71.73	\$88.65		\$248.81	Yes	

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, Section D-3, Page 80, further states that:

“An extraordinary assumption may be used in an assignment only if:

1. it is required to properly develop credible opinions and conclusions;
2. the appraiser has a reasonable basis for the extraordinary assumption;
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.”

“A hypothetical condition may be used in an assignment only if :

1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
2. use of the hypothetical condition results in a credible analysis;
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client.”

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

The appraiser(s) have not made any extraordinary assumptions or hypothetical conditions as part of this report.

Site Description	
The subject property is an unimproved parcel containing +/- 1.0 acre located along Lakeview Road in Hattiesburg. Lakeview is a lightly traveled corridor connecting N 31 st Avenue to Glendale Avenue. Glendale Avenue is located two miles east of the property. Highway 49 is located less than a mile south of the property. Interstate 59 is located less than a mile north of the property.	
Dimensions/Area/Shape	The site is square in shape containing 1.0 acres, more or less.
Frontage/Access	Lakeview Road borders the site to the north for +/-209 feet. The site has direct access from Lakeview Road with one access drive in place. The site can also be accessed from the parcel to the east owned by the First Baptist Church of Hattiesburg.
Topography:	The site is generally level at road grade with Lakeview Road. The subject is partially wooded and partially cleared.
Flood Plain and Drainage:	According to FEMA Panel No. 28035C0102D; dated 3/2/2010, the property is located in Zone AE, a hazardous flood plain. Flood hazard insurance is required for buildings situated in Zone AE.
Zoning:	The property is located inside the city limits of Hattiesburg and is zoned B-5; Regional Business District. The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in location with convenient access to the region's population consistent with planning policies.
Soil/Subsurface	A soils report was not provided for our review. Based on our inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, we are not experts in soils analysis. We assume that the subject's soil bearing capacity is sufficient to support the existing improvements.
Environmental Concerns	An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.
Easement and Encroachments	I am not aware of any easements or encroachments affecting this property.

Properties adjacent to the subject are as follows:

Adjacent Properties	
North	Unimproved Residential Land
West	Undeveloped Commercial Land and the Lake Terrace Convention Center
South	Undeveloped Commercial Land
East	Special Use – Religious Institution

Utilities and Services

The property is located inside the city limits of Hattiesburg. According to a representative at Hattiesburg Utilities Department, city water or sewer are not in place at the property. Utilities and services are detailed below.

Subject Utilities	
Electricity	Mississippi Power
Gas	Spire
Police/Fire	City of Hattiesburg
Sewer	City of Hattiesburg
Water	City of Hattiesburg

TAX MAP



Photographs



Street View



Street Voew



Wooded portion of the site



Street View



Cleared Area



Facing west on Lakeview Road looking towards
the property



Looking east along Lakeview Road Subject to the right.



Lake Terrace Convention Center from Lakeview Road

Highest and Best Use

According to the *Dictionary of Real Estate Appraisal, 5th Edition*, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property, specific with respect to the user and timing of the use, that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Physically Possible

The property contains +/- 1.0 acres and is large enough for a variety of uses. The site is bordered to the north by Lakeview Road, with paved road frontage and access. Lakeview Road is a secondary corridor located less than a mile north of Highway 49, connecting N 31st Avenue to the west and Glendale Avenue to the east. Glendale Avenue is a moderately traveled two-lane corridor connecting Eveyln Gandy Parkway. The site has all utilities available and in place.

Legally Permissible

The property is located inside the city limits of Hattiesburg and is zoned B-5; Regional Business District. The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in location with convenient access to the region's population consistent with planning policies.

Financially Feasible

Those uses which are financially feasible and those use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive. The property is removed from heavy traffic count exposure. For this reason, commercial and retail uses requiring traffic exposure can be eliminated.

Conclusion As If Vacant

The site was analyzed based on its physical possible, legally permissible, financially feasible uses. It is our opinion, the highest and best use of the site as vacant would be for a secondary commercial use.

Appraisal Procedure

The main purpose of an appraisal is to solve a problem of a specific property. The appraiser must define the problem, inspect the property, gather all pertinent data, analyze the findings to arrive at a solution, and then present all salient facts and conclusions in the form of an appraisal report.

Since characteristics of real property vary widely, the appraiser must proceed in a systematic fashion producing a thorough and accurate appraisal in an efficient manner.

During the past fifty years, a method of evaluating real estate, "The Appraisal Process", has evolved. The appraisal process involves three different approaches to value, when applicable.

The Cost Approach

In this approach, the appraiser first develops an opinion of value of the land as though vacant as of the date of appraisal. Next, the replacement or reproduction cost new of all improvements is determined. From this total, estimated depreciation is deducted. Depreciation is any loss in improvement value due to physical deterioration and/or functional or external obsolescence. The value of the land is then added to the depreciated replacement or reproduction cost to arrive at an indication of value for the property as a whole.

The Sales Comparison Approach

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

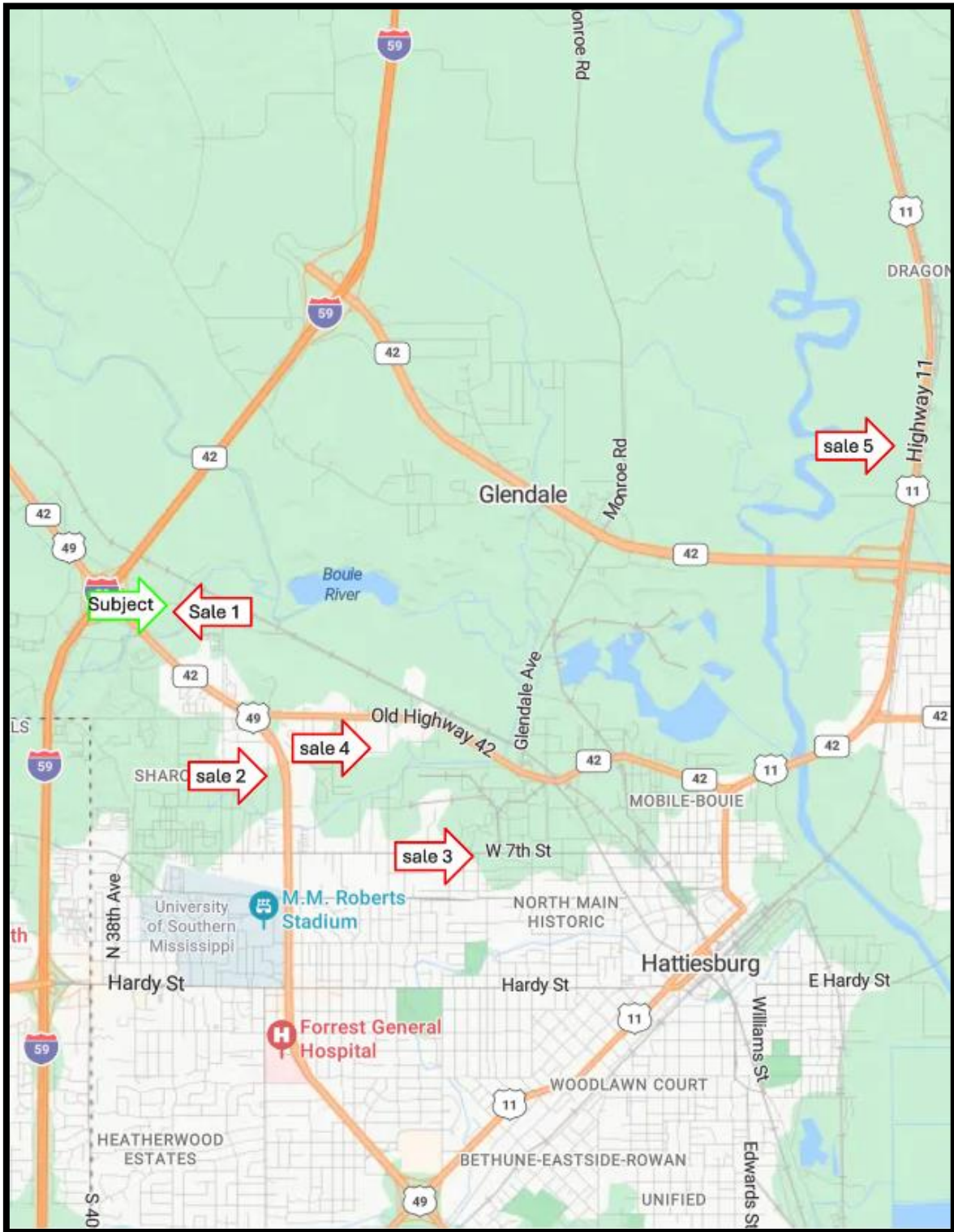
The Income Approach

This is a technique in which the anticipated net income is processed to produce an indication of value. The reliability of this technique is dependent upon: (1) the reasonableness of the estimate of the anticipated net annual income; (2) the duration of the net annual income, usually the economic life of the building, when improved; (3) derivation of an appropriate capitalization (discount) rate; and (4) the method of conversion of income to capital.

The remaining step is the reconciliation of the value opinion arrived at in the different approaches to value. The appraiser must consider and re-evaluate all pertinent data in order to arrive at a final value opinion. Although each of the techniques produces an independent value, all three approaches are interrelated and integrated techniques, dependent upon operation of market forces.

We have presented transactions involving sites purchased for similar development on the following pages. A land adjustment grid and comparable map are presented thereafter.

Land Sales Map



Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	Lakeview Road	2812 Lakeview Road	806 W 7th Street	Industrial Drive	Highway 11 N
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Petal
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Barbara Anne	Dameine and Erica Wilson	Lynn Turner Shaver	H.C. Clearman
Buyer:		Sharia Batie	Ta Dren J. Kennedy	Codaray	200 Fairchild Drive,
Date of Sale:		March-23	July-24	May-22	April-24
Sale Price:		\$10,000	\$37,773	\$60,000	\$115,000
Adjusted Sale Price:		\$10,000	\$37,773	\$60,000	\$115,000
Site Size (Acres):	1.00	1.00	1.40	3.23	4.00
Unadjusted Price/Acre:		\$10,000	\$26,981	\$18,576	\$28,750
Adjustments					
Rights Transferred:		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:		Market	Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/Acre:		\$10,000	\$26,981	\$18,576	\$28,750
Location:		Similar	Similar	Similar	Superior
		0%	0%	0%	-10%
Site Size (Gross Acres):	1.00	1.00	1.40	1.66	4.00
		0%	0%	0%	0%
Frontage/Access:	Yes/Yes; Paved	Similar	Superior	Similar	Similar
		0%	-10%	0%	0%
Topography:	Wooded/cleared; Flood Zone	Similar	Superior	Superior	Superior
		0%	-15%	-10%	-20%
Utilities:	All	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Net Adjustments:		0%	-25%	-10%	-30%
Adjusted Price/Acre:		\$10,000	\$20,236	\$16,718	\$20,125

Land Sales Analysis

The preceding sales were confirmed to offer the best indication of value of the subject site via the Sales Comparison Approach. A number of sales were examined, and in the final analysis they were narrowed to the most comparable transactions.

There are several units of comparison generally employed in the analysis of land. In this instance, the market dictates the most appropriate index is price per acre. The adjustment categories include location, size, frontage, topography and utilities.

All of the transactions were financed at market terms by third party financial institutions; hence no adjustments for financing were required. If atypical financing were involved in the transaction, the appraiser would determine if those terms had a quantifiable effect on the sale price necessitating an adjustment.

Each transaction was confirmed to be arm's length between willing buyers and sellers; therefore, no adjustments for abnormal conditions of sale were necessary. However, if a listing is included in the analysis, a downward adjustment is considered to reflect a typical cushion for negotiations. Nonetheless, the amount of adjustment, if any, would depend on the asking price as it relates to the market at that time. Some

transactions might include a bank sale sometimes referred to as “short sale.” An adjustment will be made if warranted based on confirmation of that transaction. All of the sales were considered to be arm’s length transactions.

Adjustments for time and price trends attempt to quantify changes in market conditions between the date of each sale and the date of the appraisal, based on current market conditions and available properties. All of the transactions are relatively timely, taking place from May, 2022 to July, 2024. Adjustment for this category would be based on any quantifiable appreciation or depreciation, typically identified through paired sales analysis.

Adjustments for location typically are associated with the general demographics of the area and property specific influences such as traffic counts, ingress/egress, proximity to linkages such as interstates and overall characteristics of an area.

Site size is an adjustment in which comparable site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment was applied. The subject contains 1.00 acres, more or less. The sales were adjusted accordingly on their difference in size.

The sales are located in the local market and deemed reasonable indicators of value. Prior to adjustments, the sales had a range in unit values from \$10,000 to \$28,750 per acre. Sales 1 and 3 were given primary emphasis. After adjustments the most similar sales had adjusted unit values from \$10,000 to \$16,718 per acre. Considering the sales and their adjustments, a unit value of \$15,000/acre was adopted for the subject site, as of the effective appraisal date.

$$1.0 \text{ Acres of Land Area} \times \$15,000/\text{Acre} = \$15,000$$

Land Value Opinion

\$15,000 (Rounded)

Summary and Reconciliation

The Analysis of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. The following table summarizes the opinions of the As-Is Market Value of the subject property's fee simple interest.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

"As Is" Market Value Conclusions	
Land Value	\$15,000
Final Value Conclusion	\$15,000

ADDENDA

APPRAISAL ASSUMPTIONS

This appraisal report has been made with the following assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, local environmental regulations and laws unless a noncompliance is stated, defined and given consideration in the appraisal report.
8. It is assumed that all applicable zoning/use regulations and restrictions have been complied with, unless it has been otherwise stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, certificate of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and/or improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

LIMITING CONDITIONS

This appraisal has been made with the following limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) will be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, any effect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.



Zac Fairley <zfappraiser@gmail.com>

COH Appraisal Request

Jones, Ann <annjones@hattiesburgms.com>
To: Zac Fairley <zfappraiser@gmail.com>

Fri, Feb 28, 2025 at 12:39 PM

Zac

Can I get an appraisal for the below property?

PPIN: 27462

Parcel # 2-024K-31-006.00

Owner: Black Warrior Corp

Thanks

Ann

*Block Warner Corp
561 Red Men's Road - Perth
Spartanburg, S.C. 29540*

*W R
BSP*

72757

6.00

STATE OF MISSISSIPPI

COUNTY OF FORREST

87113-6 PM 1:39

*RECEIVED
FORRESTER COUNTY
CLERK OF COURTS
JAN 12 1987
J. C. Stewart
CLERK OF COURTS*

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on the 16th day of March, 1984, E. Brett Henson executed and delivered unto Robert T. Jackson, as trustee for the benefit of Bank of Hattiesburg a certain Deed of Trust conveying real property, in trust, situated in Forrest County, Mississippi, which said Deed of Trust secured an indebtedness therein described and said Deed of Trust is of record and on file in Land Deed of Trust Book 583 at Page 668 of the Land Deeds of Trust Records on file in the office of the Chancery Clerk of Forrest County, Mississippi; and

WHEREAS, the said Bank of Hattiesburg has heretofore substituted Samuel E. Farris in place of and in lieu of Robert T. Jackson by instrument dated the 12th day of January, A.D., 1987, and recorded in the office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed of Trust Book 654 at Page 646; and

WHEREAS, default having been made in the payment of the indebtedness secured by said Deed of Trust executed and delivered unto Robert T. Jackson, as trustee for the benefit of Bank of Hattiesburg, and said default having continued for a period of time necessary for the holder thereof, Bank of Hattiesburg, to declare the entire unpaid balance immediately due and payable, as was its option so to do under the terms of said Deed of Trust; and default having been made in the payments, and the Substituted Trustee having been requested and directed by Bank of Hattiesburg to foreclose under the terms of said Deed of Trust, therefore, I, SAMUEL E. FARRIS, did, on the 6th day of August, 1987, during legal hours, being between the hours of 11:00 o'clock, a.m. and 4:00 o'clock p.m., at the main front door

of the County Courthouse of Forrest County, in the City of Hattiesburg, Mississippi, offer for sale at public auction and did sell to the highest and best bidder, for cash, according to law, the following described land, situated and located in Forrest County, Mississippi, and more particularly described as follows, to-wit:

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a concrete monument at the Northeast corner of the SE $\frac{1}{4}$ of Section 31, and run West for 2137.7 feet, thence run North for 584.9 feet to a point on the South side of a public road to the point of beginning. From this point of beginning run South 17°30' West for 208.75 feet, thence run North 72°30' West for 208.75 feet, thence run North 17°30' East for 208.75 feet to a point on the South side of said road, thence run South 72°30' East for 208.75 feet to the point of beginning, containing one (1) acre, more or less, together with the aforesaid improvements thereon and appurtenances thereunto belonging.

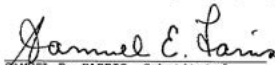
Said property was sold after strictly complying with all the terms and conditions of the Deed of Trust executed by E. Brett Henson to Robert T. Jackson, trustee, for Bank of Hattiesburg, beneficiary, and all statutes applicable in such cases. A notice of the time, place and terms of sale, together with a description of said property to be sold, was given by publication in the Hattiesburg American, a newspaper published in Forrest County, Mississippi, for three consecutive weeks preceding the date of sale. The first notice of the publication appeared on July 16, 1987, and subsequent notices appeared on July 23, 1987 and on July 30, 1987, and a notice identical to said published notice was posted on the bulletin board at the main front door of the Chancery Court Building of Forrest County, Mississippi, in the City of Hattiesburg, for said time. Everything necessary to be done was done to make and effect a good and lawful sale, and all laws of the State of Mississippi, and all provisions of the Deed of Trust herein being foreclosed

on were followed.

At said sale BLACK WARRIOR CORPORATION bid for said property in the amount of \$6,900.00, this bid being the highest bid received, the same was then and there struck off to BLACK WARRIOR CORPORATION and BLACK WARRIOR CORPORATION was declared the purchaser thereof.

NOW THEREFORE, in consideration of the foregoing payment of the purchase price, I, the undersigned substituted trustee, do hereby sell and convey unto BLACK WARRIOR CORPORATION the land and property above described. Title to this property is believed to be good, but I convey only such title as is vested in me as Substitute Trustee.

WITNESS MY SIGNATURE on this, the 6th day of August, A.D., 1987.


SAMUEL E. FARRIS, Substituted
Trustee

Grantor:

Samuel E. Farris, Substituted Trustee
P.O. Drawer 1190
Hattiesburg, MS 39403-1190
(601) 544-7661

Grantee:

Black Warrior Corporation
501 Rice Mine Road North
Tuscaloosa, LA 35406

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named SAMUEL E. FARRIS, Substituted Trustee, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned and in the capacity therein stated.

GIVEN Under my hand and official seal of office on this, the 6th day of August, A.D., 1987.

Rosemary Bivins (Consort)
NOTARY PUBLIC

My Commission Expires:

Aug 13 1987



STATE OF MISSISSIPPI
COUNTY OF FORREST
SUBSTITUTED TRUSTEE'S
NOTICE OF SALE

WHEREAS on the 16th day of March, 1946, E. Reed Patton executed and delivered unto Robert T. Jackson, an attorney for the benefit of Bank of Hattiesburg, a certain Deed of Trust conveying certain real property, in trust, situated in Forrest County, Mississippi, and said Deed of Trust securing an indebtedness thereof described and said Deed of Trust being of record and on file in and Deed of Trust Book 983 at page 482 in the office of the Chancery Clerk of Forrest County, to-wit: 1946, and

NOTWITHSTANDING the said Bank of Hattiesburg has heretofore submitted Samuel E. Farris as trustee in place of and in lieu of Robert T. Jackson by instrument A.D. 1945, and remained in the office of the Chancery Clerk of Forrest County, Mississippi, in and Deed of Trust Book 983 at page 482 and

WHEREAS the said E. Reed Patton, as now deceased in the person of the undersigned, executed by said certain Deed of Trust in and Deed of Bank of Hattiesburg and the said Bank of Hattiesburg, holder of said Deed of Trust, by reason of said default, has declared the entire balance of said indebtedness due and payable and the said substituted Trustee, Samuel E. Farris, has been called upon and directed by Bank of Hattiesburg to execute said Deed of Trust appearing of record in and Deed of Trust Book 983 at page 482 of the records of the records on file in the office of the Chancery Clerk at Forrest County, Mississippi.

NOW, THEREFORE, I, SAMUEL E. FARRIS, substituted Trustee, will on the 25th day of August, A.D. 1946, within legal hours of sale, offer for sale and will sell of public outcry to the highest bidder for cash at the main sign door of the Forrest County Chancery Court Building located in Hattiesburg, Mississippi, the following described real property located and situated in Forrest County, Mississippi, and more particularly described as follows, to-wit:

A part of the 24th of the NE 1/4 of Section 35, Township 8 North, Range 10 West, Meridian County, MISSISSIPPI, and being more particularly described as follows: Commencing at a concrete monument at the Northwest corner of the SE 1/4 of Section 35, and run West by 705.7 feet. Thence run North by 86.7 feet to a point on the South 1/4 of a section 35 to the point of beginning. From this point of beginning run South 37° 00' West for 236.15 feet, thence run North 77° 00' East for 236.15 feet thence run North 17° 00' East for 236.15 feet to a point on the South 1/4 of a section 35, thence run South 77° 00' East for 236.15 feet to the point of beginning, containing one (1) acre, more or less, together with the above-described improvements thereon and appurtenances thereto. Beginning at Samuel E. Farris, substituted Trustee, will convey this said title as is vested in me as Substituted Trustee and the above-described described property will be sold and conveyed without covenants of warranty or otherwise, expressed or implied, and subject to taxes, if any, which shall be outstanding against same.

WITNESS MY SIGNATURE on this 15th day of July, A.D. 1946.

Samuel E. Farris
Substituted Trustee
July 16, 23, 25, 1946

HATTIESBURG AMERICAN
F OF PUBLICATION

THE STATE OF MISSISSIPPI,

FORREST COUNTY,

Personally appeared before me, _____

a Notary Public of the City of Hattiesburg, Forrest County, Mississippi, Patricia Daughdrill, Clerk for HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspaper as follows:

Date July 16 1947

Date July 23 1947

Date July 30 1947

Date _____ 19____

Date _____ 19____

Number Words 550

Published 3 Times

Printer's Fee \$ 99.00

Making Proof \$ 1.00

Total \$ 100.00

(Signed) _____ Clerk

Sworn to and subscribed before me this _____ day of _____

July 16 1947

MY COMMISSION EXPIRES NOV. 3, 1948

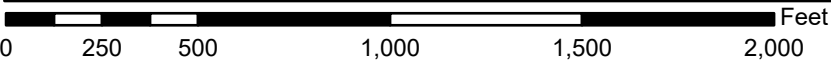
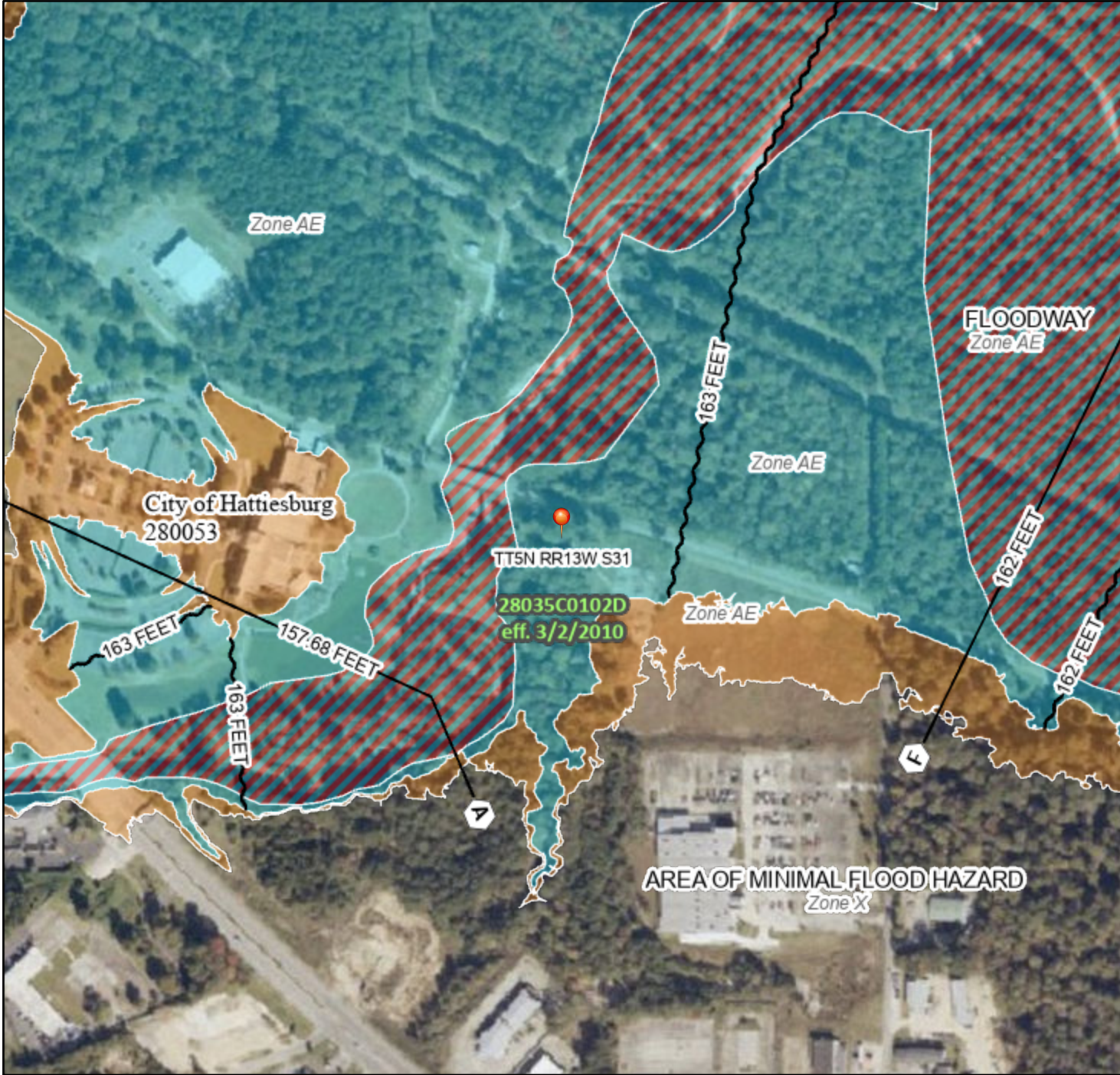
Notary Public

BOOK 586 PAGE 698

National Flood Hazard Layer FIRMette



89°20'36"W 31°21'34"N



1:6,000

89°19'59"W 31°21'14"N

Basemap Imagery Source: USGS National Map 2023

Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



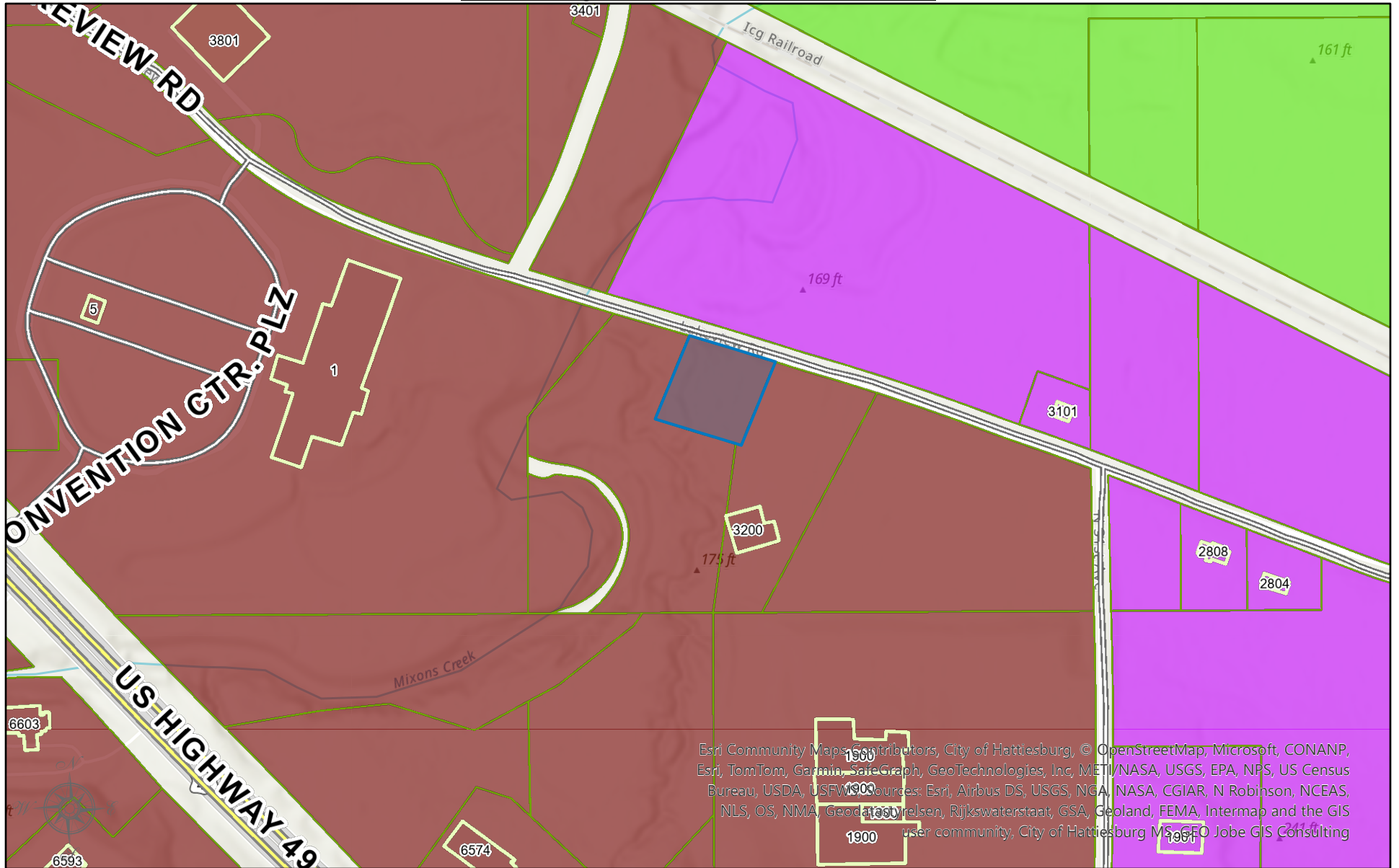
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/4/2025 at 10:05 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

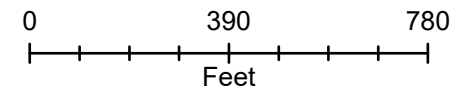
B-5; Regional Business District

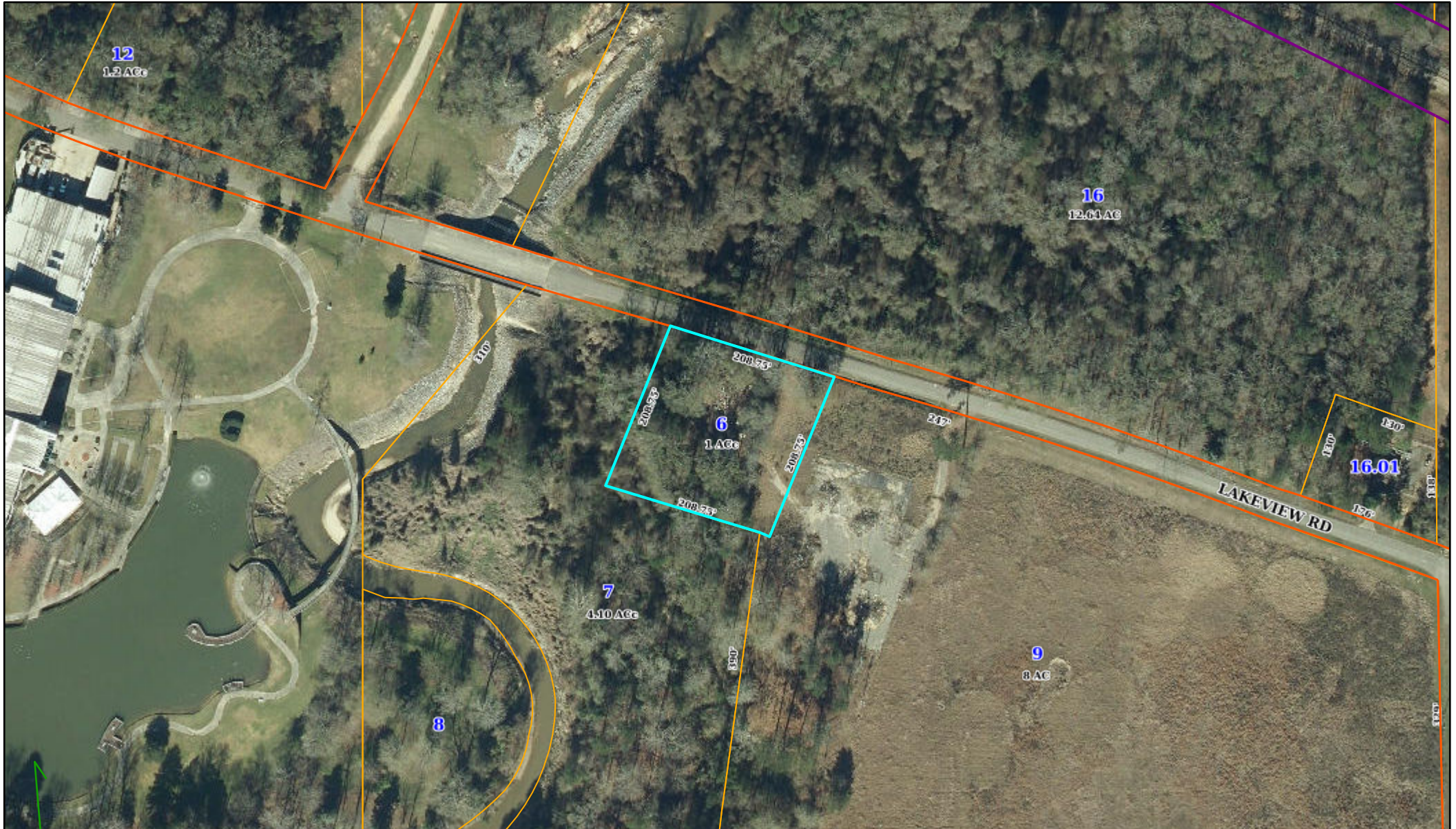


City of Hattiesburg, MS

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

MAP DATE: March 4, 2025



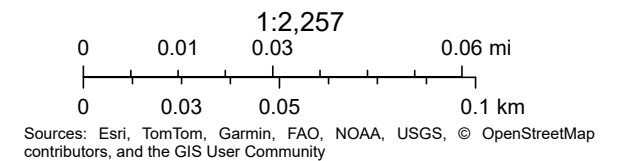


3/17/2025, 3:38:21 PM

— LANDHOOK_LN
— ROAD_LN
— RAILROAD LN

Parcels
 forrest_ms_water
 forrest_ms_twprng
 forrest_ms_subdbl

forrest_ms_secno	forrest_ms_parcelno	forrest_ms_dim
forrest_ms_rname	forrest_ms_misc	forrest_ms_citylim
forrest_ms_reftxt	forrest_ms_lotno	forrest_ms_ac
forrest_ms_rdname	forrest_ms_exempt	



Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/17/2025

Tax Year 2024

APPRAISAL INQUIRY
PARCEL 2-024K-31-006.00 **ALT PARCEL NUMBER** 250 -0000-031-004.00
PPIN 027462 **SKETCH** 1
OWNER NAME BLACK WARRIOR CORP
OWNER ADDRESS 501 RICE MINE ROAD
TUSCALOOSA AL35406
PROPERTY ADDRESS LAKEVIEW ROAD
PROPERTY IS VACANT (Y/N) Y
FIELD WORK BY **DATE:** //
CLASSED BY **DATE:** //
REVIEWED BY SB **DATE:** 10/29/2008
REALTOR CODE

LEGAL DESCRIPTION

1 BEG ON S/SD PUB RD 817.7FT W &
2 584.9FT N SE/CR SW 1/4 NE 1/4
3 S 17DEG 30MIN W 208.75 N 72DEG
4 30MIN W 208.75 N 17DEG 30MIN E
5 208.75FT TO RD S 72DEG 30MIN E
6 208.75FT TO BEG
7 PREV #:H1049-00-004

Block 031 Section 31 Township 05N Range 13W

LOT INFORMATION

LOT CODE	LOT SIZE	LOT VALUE
*** NO LOT INFO ***		

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
*** NO LOT INFO ***										

ACRE INFORMATION

ACRES	TYPE	QUAL	CLASS	PRICE	CODE	UNCULTIVATED	CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
1.00	2	2	M		C			9000.00	1.00		9000	9000

ACREAGE VALUE 9000 **OVERALL VALUE** 9000
LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L
LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 9000


[View Tax](#)
[Back](#)

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 3/17/2025

 Tax Year 2024
 Records Last Updated 3/17/2025

PROPERTY DETAIL

OWNER BLACK WARRIOR CORP
 % RSH INVESTMENT LLC
 12425 LAKEVIEW MANOR DR
 NORTHPORT AL 35475

ACRES : 1.00
LAND VALUE : 9000
IMPROVEMENTS : **NA**
TOTAL VALUE: 9000
ASSESSED : 1350

PARCEL 2-024K-31-006.00
ADDRESS LAKEVIEW ROAD

TAX INFORMATION

YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	88.43	88.43	0.00
CITY	71.73	71.73	0.00
SCHOOL	88.65	88.65	0.00
TOTAL	248.81	248.81	0.00

LAST PAYMENT DATE 1 / 13 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL BEG ON S/SD PUB RD 817.7FT W &
HOMESTEAD CODE None		584.9FT N SE/CR SW 1/4 NE 1/4
TAX DISTRICT 1110		S 17DEG 30MIN W 208.75 N 72DEG
PPIN 027462		30MIN W 208.75 N 17DEG 30MIN E
SECTION 31		208.75FT TO RD S 72DEG 30MIN E
TOWNSHIP 05N		208.75FT TO BEG
RANGE 13W		PREV #:H1049-00-004

Book **Page**

TAX PAID HISTORY

<u>Year</u>	<u>Owner</u>	<u>Total TaxPaid(Y/N)</u>
2021	BLACK WARRIOR CORP	249.37 Y LAST PAYMENT DATE 4/18/2022
2020	BLACK WARRIOR CORP	249.41 Y LAST PAYMENT DATE 4/ 9/2021
2019	BLACK WARRIOR CORP	246.10 Y LAST PAYMENT DATE 1/ 3/2020
2018	BLACK WARRIOR CORP	246.97 Y LAST PAYMENT DATE 2/ 6/2019
2017	BLACK WARRIOR CORP	245.26 Y LAST PAYMENT DATE 1/22/2018
2016	BLACK WARRIOR CORP	231.47 Y LAST PAYMENT DATE 12/19/2016
2015	BLACK WARRIOR CORP	227.83 Y LAST PAYMENT DATE 12/28/2015

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2022	KALE FARMS	3/28/2024 RSH INVESTMENT LLC

[View Appraisal Record](#)

[Back](#)

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

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

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

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

Colliers International Valuation & Advisory Services (CIVAS) January 2023 – September 2023

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

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

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

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	2012
Appraisal Procedures Course (120) - Dallas, TX	2012
Standards of Professional Practice, USPAP - Dallas, TX	2012
Business Practices & Ethics (MAB #49249)	2013
General Site Valuation and Cost Approach - Houston, TX	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	2014
Residential Site Valuation and Cost Approach (MAB #49132)	2014
Residential Sales Comparison and Income Approach	2014
Residential Report Writing and Case Studies	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	2015
USPAP Update (2016-2017)	2016
105 The Uniform Act - Executive Summary	2016
General Appraiser Sales Comparison Approach (MAB#49264)	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	2018
USPAP Update (2018-2019)	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	2020
Valuation Impacts from Covid-19	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	2020
Advanced Income Capitalization (MAB#49604)	2020

2020-2021 15-Hour Equivalent USPAP (MAB#50212)	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	2022
2024-2025 7-Hour USPAP Update (MAB#50533)	2024
The Basics of Expert Witness for Commercial Appraisers (MAB# 4994-CE)	2024
Complex Properties: The Odd Side of Appraisal (MAB# 49979-CE)	2024
Appraisal of Industrial and Flex Buildings (MAB# 50247-CE)	2024
Uniform Appraisal Standards for Federal Land Acquisitions (MAB#7222)	2025

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISAL BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
06/01/2024

Expiration Date:
05/31/2026

SIGNATURE OF LICENSEE

David B. Miller
Attorney at Law
P.O. Box 762
Hattiesburg, MS 39403
601-310-4613
davidbrooksmiller@gmail.com

May 14, 2025

VIA EMAIL AT randypope@popelaw.com

Moran M. (Randy) Pope III, Esq.
Pope & Pope, P.A.
P.O. Box 17527
Hattiesburg, MS 39403

Re: Title Opinion for Forrest County Tax Parcel No. 2-024K-31-006.00 (PPIN 27462)

Dear Randy:

Pursuant to your request that I examine title to certain real property to be acquired in connection with a City project, please be advised that I have made a careful and diligent search of those public records properly indexed in the land records of Forrest County, Mississippi, for a period of more than thirty-one years prior to today's date as the same pertain to and affect said property more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

From said examination, assuming that all instruments affecting title to said property have been properly indexed in the land records of Forrest County, I find the record title to the surface of the subject real property to be vested in Black Warrior Corporation pursuant to that certain Substituted Trustee's Deed from Samuel E. Farris, Substituted Trustee, to Black Warrior Corporation as recorded August 6, 1997, at Deed Book 586 at Pages 94 ff, subject to the following exceptions:

1. Any and all valid and outstanding leases, exceptions, reservations, and conveyances of minerals of every kind and character; provided, however, that no opinion is hereby given as to the ownership of the mineral estate in, on, and under said property.
2. Any and all easements and rights-of-way for streets, sidewalks, and utilities, whether of record or of use,
3. The limitations, reservations, and terms of the aforesaid Substituted Trustee's Deed.
4. Any unrecorded materialman's or mechanic's liens.
5. Any liens for year 2025 ad valorem taxes not yet due and payable.

This opinion does not in any manner constitute a guarantee of title nor a title insurance policy covering the above described property, but merely the opinion of the undersigned attorney with

Moran M. (Randy) Pope, III, Esq.
May 14, 2025
Page 2

respect to the title to the property as reflected by the records and instruments which are properly noted in the land records of Forrest County, and this opinion expressly does not extend to problems of adverse possession, errors in survey, or any other facts which are not shown of record in the Forrest County land records.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including but not limited to encroachments, variations in area or in measurements, boundary line disputes, roadways, or any other matters not of record.

Finally, this opinion does not cover any state of facts affecting the record title to the subject real property subsequent to and after May 13, 2025, at 5:00 p.m., which shall be deemed to be the date and time of this opinion.

Sincerely,


David B. Miller
Board Attorney



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, June 3, 2025
Re: Approve the purchase of property located at PPIN 20013, Parcel # 2-029F-04-111.00 in the amount of \$2,567.50 and authorize the Mayor to execute any and all necessary documents at closing. Authorize the issuance of a manual check, including closing costs, for the same.
File Number: 2025-427
Minute Book #

Summary

Approve the purchase of property located at PPIN 20013, Parcel # 2-029F-04-111.00 in the amount of \$2,567.50 and authorize the Mayor to execute any and all necessary documents at closing. Authorize the issuance of a manual check, including closing costs, for the same.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.

**RESOLUTION AUTHORIZING ACQUISITION OF CERTAIN REAL PROPERTY WITH
LOW FAIR MARKET VALUE TO BE ACQUIRED FOR PUBLIC USE**

WHEREAS, the Council of the City of Hattiesburg hereby finds and declares that certain real property currently indexed as part of Forrest County Tax Parcel PPIN 20013 should be acquired by the City in connection with the 7th Street Infrastructure Rehabilitation Project;

WHEREAS, pursuant to the provisions of Mississippi Code Section 43-37-3(b), the Council is authorized to determine waiver valuations for any real property with low fair market value to be acquired for public purposes;

WHEREAS, on May 21, 2024, the Council adopted its resolution determining waiver valuations and just compensation for surrounding parcels involved in the project on the basis of the most recent reappraisal conducted by the Forrest County Tax Assessor as adjusted for Department of Revenue guidelines;

WHEREAS, the subject parcel was excluded from said resolution due to its ownership by the State of Mississippi as a tax forfeited parcel;

WHEREAS, the Secretary of State has indicated its willingness to convey the parcel in its entirety to the City for the sum of \$2,567.50, an amount far below that indicated by application of the above referenced waiver valuation basis; and,

WHEREAS, the Council accordingly finds and determines that the Secretary of State's offer forms an appropriate basis for acquisition of the parcel within the guidelines established by Mississippi Code Section 43-37-3(b) for acquisition of properties with low fair market values.

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

- a. that the waiver valuation for that certain real property currently indexed as PPIN 20013 with low fair market value to be acquired in connection with the 7th Street Infrastructure Rehabilitation Project is hereby determined to be \$2,567.50 for the reasons set forth above;
- b. that said amount is hereby established as just compensation for the real property to be acquired;
- c. that the City Attorney or his designee is hereby authorized to offer said amount in just compensation for title to said real property to the State of Mississippi and to make application to the Secretary of State for the purchase and conveyance of said real property from the State;

d. that the Mayor is hereby authorized to execute all documents required to facilitate the application, purchase, and conveyance of said real property from the State on the foregoing terms; and,

f. that the Mayor and City Clerk are hereby authorized to issue warrants to the State of Mississippi in the amount indicated plus any applicable administrative fees in connection with the City's application to the Secretary of State as approved by 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 20th day of May, 2025.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2025.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc: Marybeth Bergin, Director of Transportation and Engineering

Date: Tuesday, June 3, 2025

Re: Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the MLK Avenue Area Infrastructure Improvements Project to adjust quantities to actuals and increase the contract amount by \$63,747.93 for a final contract amount of \$4,140,529.43 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$353,437.42
File Number: 2025-428
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the MLK Avenue Area Infrastructure Improvements Project to adjust quantities to actuals and increase the contract amount by \$63,747.93 for a final contract amount of \$4,140,529.43 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$353,437.42

Recommendation Statement

I recommend and approve.

Please place this on the June 3, 2025 City Council meeting for consideration.



Engineering Progress

May 13, 2025

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Marybeth Bergin, P.E.

**Re: MLK Avenue Area Infrastructure Improvements
City of Hattiesburg**

Dear Marybeth:

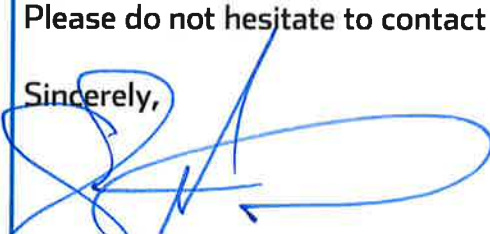
This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The Final Pay Estimate No. 5 for the contractor in the amount of \$353,437.42
2. Contractor's Affidavit of Release of Liens
3. Contractor's Affidavit of Payment of Debts
4. Supplemental Agreement No. 1 with Overrun/Underrun. Please have the Mayor sign this document and return a copy to us.
5. Consent of Surety to Final Payment
6. Contractor's Warranty Letter
7. MCWI Engineer's Certification Form for Final Closeout

Please do not hesitate to contact me should you have questions or comments.

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/sm

enclosures

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT	NO:	005 FINAL	PERIOD:	08/01/24	through	02/28/25	SHEET:	1	of	4
OWNER: City of Hattiesburg ENGINEER: SDW Engineering Progress CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge PROJECT NO.:										
PROJECT: MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS CONTRACT: Invoice No.: 23029-10273, 23029-10394, 23029R PERCENT COMPLETE: 0% ORIGINAL CONTRACT TIME: 350 Days TIME REMAINING: 0 Days CONTRACT COMPLETION DATE:										

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

<u>Change Order</u>	<u>Additions</u>	<u>Deductions</u>
Original Contract Sum: \$		4,076,780.50
Change Orders (Net Change):		\$0.00
Contract Sum to Date: \$		4,076,780.50
Material Stored: \$		-
Work Completed to Date: \$		\$4,140,529.43
Total Completed to Date: \$		4,140,529.43
5% Retainage: \$		-
Total Earned Less Retainage: \$		4,140,529.43
Less Previous Estimates:		\$3,787,092.01
Total Due This Estimate: \$		353,437.42
Net Change:		

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge

By:  Date: 5-17-25

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress

By:  Date: 5/13/25

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City of Hattiesburg

By: _____ Date: _____

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	SEWER PIPE ITEMS										
1	6" Ductile Iron Sewer Pipe (0'-6") (Open Cut)	\$124.00	60	LF	\$ 7,440.00		\$ -		\$ -	0.00	\$ -
2	6" Ductile Iron Sewer Pipe (6'-8") (Open Cut)	\$129.00	95	LF	\$ 12,255.00	81	\$ 10,449.00		\$ -	81.00	\$ 10,449.00
3	6" Ductile Iron Sewer Pipe (6'-8") (Dry Jacked)	\$258.00	90	LF	\$ 23,220.00	110	\$ 28,380.00		\$ -	110.00	\$ 28,380.00
4	8" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	\$71.00	1205	LF	\$ 85,555.00	355	\$ 25,205.00	310.80	\$ 22,066.80	665.80	\$ 47,271.80
5	8" SDR 26 PVC Sewer Pipe (6'-8") (Open Cut)	\$76.00	1920	LF	\$ 145,920.00	1986.7	\$ 150,989.20	-12.50	\$ (950.00)	1,974.20	\$ 150,039.20
6	8" SDR 26 PVC Sewer Pipe (8'-10") (Open Cut)	\$83.00	1125	LF	\$ 93,375.00	931	\$ 77,273.00	234.40	\$ 19,455.20	1,165.40	\$ 96,728.20
7	8" SDR 26 PVC Sewer Pipe (10'-12") (Open Cut)	\$92.00	960	LF	\$ 88,320.00	1103.9	\$ 101,558.80	-185.90	\$ (17,102.80)	918.00	\$ 84,456.00
8	8" SDR 26 PVC Sewer Pipe (12'-14") (Open Cut)	\$104.00	835	LF	\$ 86,840.00	1071	\$ 111,384.00	-7.30	\$ (759.20)	1,063.70	\$ 110,624.80
9	8" SDR 26 PVC Sewer Pipe (14'-16") (Open Cut)	\$188.00	196	LF	\$ 36,848.00	309.1	\$ 58,110.80	163.50	\$ 30,738.00	472.60	\$ 88,848.80
10	8" SDR 26 PVC Sewer Pipe (6'-8") (Dry Jacked)	\$244.00	60	LF	\$ 14,640.00	90	\$ 21,960.00		\$ -	90.00	\$ 21,960.00
11	10" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	\$82.00	504	LF	\$ 41,328.00		\$ -		\$ -	0.00	\$ -
12	10" SDR 26 PVC Sewer Pipe (6'-8") (Open Cut)	\$87.00	180	LF	\$ 15,660.00	113.6	\$ 9,883.20		\$ -	113.60	\$ 9,883.20
13	10" SDR 26 PVC Sewer Pipe (8'-10") (Open Cut)	\$94.00	955	LF	\$ 89,770.00	518	\$ 48,692.00	212.00	\$ 19,928.00	730.00	\$ 68,620.00
14	10" SDR 26 PVC Sewer Pipe (10'-12") (Open Cut)	\$103.00	565	LF	\$ 58,195.00	461.08	\$ 47,491.24	121.32	\$ 12,495.96	582.40	\$ 59,987.20
15	10" SDR 26 PVC Sewer Pipe (12'-14") (Open Cut)	\$115.00	316	LF	\$ 36,340.00	292.2	\$ 33,603.00	148.90	\$ 17,123.50	441.10	\$ 50,726.50
16	10" SDR 26 PVC Sewer Pipe (14'-16") (Open Cut)	\$199.00	176	LF	\$ 35,024.00	229.86	\$ 45,742.14		\$ -	229.86	\$ 45,742.14
17	10" Ductile Iron Sewer Pipe (0'-6") (Open Cut)	\$164.00	100	LF	\$ 16,400.00	100.00	\$ 16,400.00		\$ -	100.00	\$ 16,400.00
18	Removal of Existing Sewer Line	\$17.00	6524	LF	\$ 110,908.00	8360.00	\$ 142,120.00	-1030.00	\$ (17,510.00)	7,330.00	\$ 124,610.00
19	Abandonment of Existing Sewer Line (All Sizes)	\$4.00	2095	LF	\$ 8,380.00	2095.00	\$ 8,380.00	-2095.00	\$ (8,380.00)	0.00	\$ -
20	Tracer Wire System for Sewer	\$34,500.00	1	LS	\$ 34,500.00	1.00	\$ 34,500.00		\$ -	1.00	\$ 34,500.00
	SEWER MANHOLE ITEMS										
21	48" Precast Concrete Sewer Manhole (0' - 6')	\$4,820.00	6	EA	\$ 28,920.00	4.00	\$ 19,280.00		\$ -	4.00	\$ 19,280.00
22	48" Precast Concrete Sewer Manhole (6' - 8')	\$5,450.00	8	EA	\$ 43,600.00	8.00	\$ 43,600.00	-2.00	\$ (10,900.00)	6.00	\$ 32,700.00
23	48" Precast Concrete Sewer Manhole (8' - 10')	\$6,285.00	7	EA	\$ 43,995.00	8.00	\$ 50,280.00		\$ -	8.00	\$ 50,280.00
24	48" Precast Concrete Sewer Manhole (10' - 12')	\$7,425.00	6	EA	\$ 44,550.00	3.00	\$ 22,275.00		\$ -	3.00	\$ 22,275.00
25	48" Precast Concrete Sewer Manhole (12' - 14')	\$9,052.00	2	EA	\$ 18,104.00	5.00	\$ 45,260.00		\$ -	5.00	\$ 45,260.00
26	48" Precast Concrete Sewer Manhole (14' - 16')	\$11,200.00	2	EA	\$ 22,400.00	3.00	\$ 33,600.00		\$ -	3.00	\$ 33,600.00
27	60" Precast Concrete Sewer Manhole (6' - 8') (Splitter Manhole)	\$7,200.00	2	EA	\$ 14,400.00	2.00	\$ 14,400.00		\$ -	2.00	\$ 14,400.00
28	Demolition and Removal of Existing Manholes (All Types)	\$550.00	25	EA	\$ 13,750.00	25.00	\$ 13,750.00	-1.00	\$ (550.00)	24.00	\$ 13,200.00
29	Abandonment of Existing Manhole	\$450.00	2	EA	\$ 900.00	2.00	\$ 900.00	-1.00	\$ (450.00)	1.00	\$ 450.00
30	Drop Manhole Assembly (All Depths)	\$2,074.00	1	EA	\$ 2,074.00	1.00	\$ 2,074.00		\$ -	1.00	\$ 2,074.00
	SEWER SERVICE ITEMS										
31	4" Sanitary Sewer Service Cleanout	\$695.00	110	EA	\$ 76,450.00	109.00	\$ 75,755.00	4.00	\$ 2,780.00	113.00	\$ 78,535.00

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
32	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	\$35.00	1060	LF	\$ 37,100.00	660.00	\$ 23,100.00		\$ -	660.00	\$ 23,100.00
33	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	\$42.00	2410	LF	\$ 101,220.00	2410.00	\$ 101,220.00		\$ -	2,410.00	\$ 101,220.00
34	8"x8"x6" PVC Service Tee	\$284.00	77	EA	\$ 20,328.00	77.00	\$ 20,328.00	4.00	\$ 1,056.00	81.00	\$ 21,384.00
35	10"x10"x6" PVC Service Tee	\$570.00	31	EA	\$ 17,670.00	41.00	\$ 23,370.00	-25.00	\$ (14,250.00)	16.00	\$ 9,120.00
36	Existing Sewer Service Investigation	\$130.00	20	EA	\$ 2,600.00	20.00	\$ 2,600.00		\$ -	20.00	\$ 2,600.00
	WATER PIPE ITEMS										
37	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$23.00	20	LF	\$ 460.00		\$ -		\$ -	0.00	\$ -
38	6" Class 360 Ductile Iron Water Pipe (Open Cut)	\$63.00	2360	LS	\$ 148,680.00	2736.00	\$ 172,368.00		\$ -	2,736.00	\$ 172,368.00
39	Tracer Wire System for Water	\$24,000.00	1	LS	\$ 24,000.00	1.00	\$ 24,000.00		\$ -	1.00	\$ 24,000.00
	WATER CONNECTION ITEMS										
40	Cut and Cap Existing Lines	\$305.00	12	EA	\$ 3,660.00	12.00	\$ 3,660.00		\$ -	12.00	\$ 3,660.00
41	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	\$4,765.00	2	EA	\$ 9,530.00	5.00	\$ 23,825.00	-5.00	\$ (23,825.00)	0.00	\$ -
42	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	\$8,950.00	4	EA	\$ 35,800.00	5.00	\$ 44,750.00		\$ -	5.00	\$ 44,750.00
	WATER VALVE ITEMS										
43	6" Gate Valve	\$1,926.00	1	EA	\$ 1,926.00	1.00	\$ 1,926.00		\$ -	1.00	\$ 1,926.00
	WATER FIRE PROTECTION ITEMS										
44	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	\$7,685.00	1	EA	\$ 7,685.00	4.00	\$ 30,740.00	-1.00	\$ (7,685.00)	3.00	\$ 23,055.00
	WATER SERVICE ITEMS										
45	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	\$710.00	88	EA	\$ 62,480.00	99.00	\$ 70,290.00		\$ -	99.00	\$ 70,290.00
46	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	\$2,100.00	4	EA	\$ 8,400.00	4.00	\$ 8,400.00		\$ -	4.00	\$ 8,400.00
47	Residential Service Tubing (Open Cut) (All Sizes)	\$15.00	1800	LF	\$ 27,000.00	1732.00	\$ 25,980.00		\$ -	1,732.00	\$ 25,980.00
48	Residential Service Tubing (Bored) (All Sizes)	\$27.00	790	LF	\$ 21,330.00	676.00	\$ 18,252.00		\$ -	676.00	\$ 18,252.00
49	Commercial Service Tubing (Open Cut) (All Sizes)	\$19.00	20	LF	\$ 380.00	20.00	\$ 380.00		\$ -	20.00	\$ 380.00
50	Commercial Service Tubing (Bored) (All Sizes)	\$30.00	160	LF	\$ 4,800.00	159.00	\$ 4,770.00		\$ -	159.00	\$ 4,770.00
51	Remove and Reset Water Meter	\$533.00	13	EA	\$ 6,929.00	22.00	\$ 11,726.00		\$ -	22.00	\$ 11,726.00
	MISCELLANEOUS CONSTRUCTION ITEMS										
52	Crushed Aggregate (Size 610)	\$88.00	4770	TON	\$ 419,760.00	4770.00	\$ 419,760.00		\$ -	4,770.00	\$ 419,760.00
53	Select Fill Material (Class 9, Group C), LVM	\$17.00	12550	CY	\$ 213,350.00	12550.00	\$ 213,350.00		\$ -	12,550.00	\$ 213,350.00
54	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	\$1119.00	175	SY	\$ 20,825.00	148.30	\$ 17,647.70		\$ -	148.30	\$ 17,647.70
55	Concrete Pavement for Street Repair (All Depths)	\$141.00	2	SY	\$ 282.00	2.00	\$ 282.00		\$ -	2.00	\$ 282.00
56	9.5 mm Hot Mix Asphalt	\$233.00	1975	TON	\$ 460,175.00	1975.00	\$ 460,175.00		\$ -	1,975.00	\$ 460,175.00
57	19 mm Hot Mix Asphalt	\$297.00	1405	TON	\$ 417,285.00	1405.00	\$ 417,285.00		\$ -	1,405.00	\$ 417,285.00
58	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	\$22.00	1300	SY	\$ 28,600.00	1300.00	\$ 28,600.00		\$ -	1,300.00	\$ 28,600.00

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT			WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY
59	Concrete Sidewalk Repair (All Depths)	\$81.00	125	SY	\$ 10,125.00	70.26	\$ 5,691.06		\$ -	70.26
60	Concrete Curb & Gutter (Match Existing Type)	\$47.00	570	LF	\$ 26,790.00	46.00	\$ 2,162.00		\$ -	46.00
61	Loose RipRap, Size 200	\$350.00	15	TON	\$ 5,250.00		\$ -		\$ -	0.00
62	Geotextile Fabric for RipRap	\$7.50	15	SY	\$ 112.50		\$ -		\$ -	0.00
63	Class "B" Concrete, Minor Structures	\$1,118.00	16	CY	\$ 17,888.00	1.00	\$ 1,118.00	-1.00	\$ (1,118.00)	0.00
64	Reinforcing Steel	\$7.50	250	LBS	\$ 1,875.00	249.00	\$ 1,867.50	-249.00	\$ (1,867.50)	0.00
65	Castings & Gratings 10" & Under Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	\$14.50	400	LBS	\$ 5,800.00		\$ -		\$ -	0.00
66	12" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	\$80.00	16	LF	\$ 1,280.00		\$ -		\$ -	0.00
67	12" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	\$78.00	16	LF	\$ 1,248.00		\$ -		\$ -	0.00
68	15" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	\$85.00	16	LF	\$ 1,360.00		\$ -		\$ -	0.00
69	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$96.00	80	LF	\$ 7,680.00	32.00	\$ 3,072.00		\$ -	32.00
70	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$101.00	112	LF	\$ 11,312.00	176.00	\$ 17,776.00		\$ -	176.00
71	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$104.00	32	LF	\$ 3,328.00	32.00	\$ 3,328.00		\$ -	32.00
72	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$151.00	48	LF	\$ 7,248.00	40.00	\$ 6,040.00		\$ -	40.00
73	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$232.00	16	LF	\$ 3,712.00	16.00	\$ 3,712.00		\$ -	16.00
74	22"x13" Reinforced Concrete Arch Pipe (Class III) (Rubber Gaskets)	\$182.00	16	LF	\$ 2,912.00	16.00	\$ 2,912.00		\$ -	16.00
75	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	\$17.00	272	LF	\$ 4,624.00	272.00	\$ 4,624.00		\$ -	272.00
76	Remove and Replace Existing Chain Link Fence	\$45.00	530	LF	\$ 23,850.00		\$ -		\$ -	0.00
77	Remove and Replace Existing Wood Fence	\$74.00	10	LF	\$ 740.00		\$ -		\$ -	0.00
78	6" Paint Traffic Stripe, Detail Yellow	\$4.00	50	LF	\$ 200.00	50.00	\$ 200.00		\$ -	50.00
79	6" Thermoplastic Traffic Stripe, Continuous Yellow	\$7.00	3810	LF	\$ 26,670.00	3810.00	\$ 26,670.00		\$ -	3,810.00
80	6" Thermoplastic Traffic Stripe, Detail Yellow	\$7.00	935	LF	\$ 6,545.00	935.00	\$ 6,545.00		\$ -	935.00
81	Paint Legend Traffic Stripe, White (6" Equivalent)	\$4.00	60	LF	\$ 240.00	60.00	\$ 240.00		\$ -	60.00
82	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	\$20.00	1720	LF	\$ 34,400.00	1720.00	\$ 34,400.00		\$ -	1,720.00
83	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	\$20.00	2435	SY	\$ 48,700.00	2200.00	\$ 44,000.00		\$ -	2,200.00
84	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	\$10.00	465	SY	\$ 4,650.00	405.00	\$ 4,050.00		\$ -	405.00
85	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	\$27.00	275	SF	\$ 7,425.00	275.00	\$ 7,425.00		\$ -	275.00
86	Clearing and Grubbing	\$20,000.00	1	ACRE	\$ 20,000.00	1.00	\$ 20,000.00		\$ -	1.00
87	Temporary Erosion Control	\$13,500.00	1	LS	\$ 13,500.00	1.00	\$ 13,500.00		\$ -	1.00
88	Maintenance of Traffic	\$100,000.00	1	LS	\$ 100,000.00	0.90	\$ 90,000.00	0.10	\$ 10,000.00	1.00
89	Mobilization	\$225,000.00	1	LS	\$ 225,000.00	1.00	\$ 225,000.00		\$ -	1.00
90	6" Paint Traffic Stripe, Detail Yellow	\$3.45	156	LF	\$ 538.20		\$ -	156.00	\$ 538.20	156.00
91	6" Thermoplastic Traffic Stripe, Continuous Yellow	\$5.75	9611	LF	\$ 55,263.25		\$ -	9611.00	\$ 55,263.25	9,611.00

28-Feb-25

through

1-Aug-24

PERIOD:

PERIODIC ESTIMATE FOR PAYMENT NO.: 005 FINAL
REVISED

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT			WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	EXTENSION
92	6" Thermoplastic Traffic Stripe, Detail Yellow	\$5.75	166	LF	\$ 954.50		\$ -	166.00	\$ 954.50	\$ 954.50
93	Paint Legend Traffic Stripe, White (6" Equivalent)	\$3.45	456	SF	\$ 1,573.20		\$ -	456.00	\$ 1,573.20	\$ 1,573.20
94	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	\$16.68	1076	LF	\$ 17,947.68		\$ -	1076.00	\$ 17,947.68	\$ 17,947.68
95	Repair of leaking and unmarked water line	\$1,698.00	28	EA	\$ 47,544.00		\$ -	28.00	\$ 47,544.00	\$ 47,544.00
			TOTAL		\$ 4,200,601.33		\$3,986,412.64		\$ 154,116.79	\$ 4,140,529.43

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) MLK Avenue Area Infrastructure Improvements, Hattiesburg, Mississippi	ARCHITECT'S PROJECT NUMBER: 11295	OWNER: ☐
TO OWNER: (Name and address) City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	CONTRACT FOR: CONTRACT DATED: August 23, 2023	ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

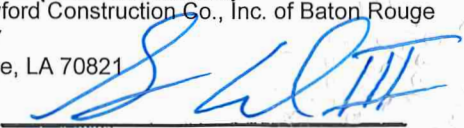
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:


(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
MLK Avenue Area Infrastructure
Improvements, Hattiesburg, Mississippi

ARCHITECT'S PROJECT NUMBER: 11295

TO OWNER: (Name and address)
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

CONTRACT FOR:
CONTRACT DATED: August 23, 2023

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Grady Crawford Construction Co., Inc. of
Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:


(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

**MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 23rd Day of August 2023 for MLK Avenue Area Infrastructure Improvements.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: During the course of construction, additional striping was required due to additional paving of MLK Avenue.

WHEREAS: The additional striping increased quantities that warranted a change in the unit price. The following pay items are hereby added to the contract documents:

Non-Participating Items

Item 90	6-inch Paint Traffic Stripe, Detail Yellow	LF	156	\$3.45	\$ 538.20
Item 91	6-inch Thermoplastic Traffic Stripe, Continuous Yellow	LF	9,611	\$5.75	\$55,263.25
Item 92	6-inch Thermoplastic Traffic Stripe, Detail Yellow	LF	166	\$5.75	\$ 954.50
Item 93	Paint Legend Traffic Stripe, White (6" Equivalent)	LF	456	\$3.45	\$ 1,573.20
Item 94	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	1,076	\$16.68	\$ 17,947.68

Participating Item

WHEREAS: During the course of construction, the Contractor discovered various leaking and unmarked water lines and services.

WHEREAS: The leaking and unmarked water lines were required to be repaired in order to complete the project. The following item is hereby added to the contract documents:

Item 95	Repair of leaking and unmarked water line	EA	28	\$1,698.00	\$ 47,549.39
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WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Subtotal Non-Participating Items -	\$ 76,276.83
Subtotal Participating Item -	\$ 47,544.00
Project Decrease from Overrun/Underrun-	\$ (60,071.90)
Final Contract Amount -	\$ 4,140,529.43

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2025

Grady Crawford Construction
Company, Inc. of Baton Rouge

By: _____

Contractor

Witness: _____

City of Hattiesburg

By: _____

Owner

Witness: _____

Hartford Accident and Indemnity Company

By: _____

Surety

Witness: _____



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED
Agency Code: 43-482992

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

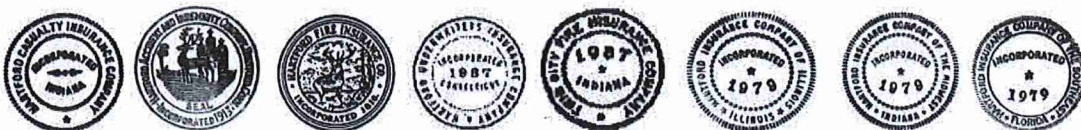


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 SURETY ☐
 OTHER ☐

PROJECT : (Name and address)
 MLK Avenue Area Infrastructure Improvements
 Hattiesburg, Mississippi

ARCHITECTS PROJECT NUMBER: 11295

CONTRACT FOR:

TO OWNER : (Name and address)
 City of Hattiesburg
 200 Forrest St
 Hattiesburg, MS 39401

CONTRACT DATED: August 23, 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Accident & Indemnity Company
 One Hartford Plaza, Hartford, CT 06155

, SURETY,

on bond of
(Insert name and address of Contractor)

Grady Crawford Construction Co., Inc. of Baton Rouge
 PO BOX 976 Baton Rouge, LA 70821

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
 any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
 200 Forrest St. Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

Hartford Accident & Indemnity Company
 (Surety)

David Alligood
 (Signature of authorized representative)

David Alligood, Attorney-In-Fact
 (Printed name and title)

Attest:
 (Seal):



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
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David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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Shelby Wiggins, Assistant Secretary

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ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Grady Crawford

CONSTRUCTION COMPANY, INC.

May 9, 2025

Shows, Dearman & Waits, Inc. Consulting Engineers
301 Second Ave.
Hattiesburg, MS. 39401

MLK Avenue Area Infrastructure Improvements
For the City of Hattiesburg

Contractor's Notarized Statement of Guarantee/s:

Attn: Shea McNease

All work completed on the above referenced Project, by Grady Crawford Construction Company of Baton Rouge states the following.

WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON THE ABOVE CAPTION PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF WORK.

SINCERELY,

Richard Casey Crawford, President
Grady Crawford Construction Co. Inc.

☐

Check box if no engineer is required for this project and provide explanation below.

MCWI Engineer's Certification Form
Final Closeout

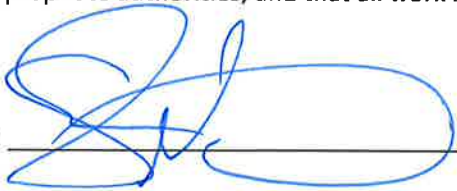
MCWI Subgrantee Name: City of Hattiesburg

MCWI Subgrant Agreement Number: 359-1-CW-5.5

Contractor/Supplier Name: Grady Crawford Construction, Inc.

Contract Identifier (Number or Description): 359 (MLK)

I certify, to the best of my knowledge and belief, the referenced contract has been completed in compliance with the approved Plans and Specifications, that all required permits have been obtained from the appropriate authorities, and that all work has been performed in compliance with these permits.

Engineer's Signature:  Date: 5/13/25

Print Name: Shea McNease, PE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc: Marybeth Bergin, Director of Transportation and Engineering

Date: Tuesday, June 3, 2025

Re: Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the Edward Street Infrastructure Rehabilitation Project to adjust quantities to actuals and reduce the contract amount by \$211,265.37 for a final contract amount of \$1,205,594.63 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$308,746.53.
File Number: 2025-431
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the Edward Street Infrastructure Rehabilitation Project to adjust quantities to actuals and reduce the contract amount by \$211,265.37 for a final contract amount of \$1,205,594.63 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$308,746.53.

Recommendation Statement

I recommend and approve.

Please place this on the June 3, 2025 City Council meeting for consideration.



Engineering Progress

May 13, 2025

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Marybeth Bergin, P.E.

**Re: Edwards Street Infrastructure Rehabilitation
City of Hattiesburg**

Dear Marybeth:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The Final Pay Estimate No. 3 for the contractor in the amount of \$308,746.53
2. Contractor's Affidavit of Release of Liens
3. Contractor's Affidavit of Payment of Debts
4. Supplemental Agreement No. 1 with Overrun/Underrun. Please have the Mayor sign this document and return a copy to us.
5. Consent of Surety to Final Payment
6. Contractor's Warranty Letter
7. MCWI Engineer's Certification Form for Final Closeout

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over a large, stylized blue circular mark.

Shea E. McNease, P.E.
Project Engineer

/sm

enclosures

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT	NO: 003 FINAL	PERIOD: 06/01/24 through 02/28/25	SHEET: 1 of 4
OWNER: City of Hattiesburg			
ENGINEER: SDW Engineering Progress			
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge			
PROJECT NO.: 23030-10270, 23030-10411, 23030R			
PERCENT COMPLETE: 0%			
ORIGINAL CONTRACT TIME: 150 Days			
CONTRACT COMPLETION DATE: TIME REMAINING: 0 Days			

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

<u>Change Order</u>	<u>Additions</u>	<u>Deductions</u>
Original Contract Sum: \$	1,416,860.00	
Change Orders (Net Change):	\$0.00	
Contract Sum to Date:	\$	1,416,860.00
Material Stored:	\$	-
Work Completed to Date:	\$	1,205,594.63
Total Completed to Date:	\$	1,205,594.63
5% Retainage:	\$	-
Total Earned Less Retainage:	\$	1,205,594.63
Less Previous Estimates:	\$	\$896,848.10
Total Due This Estimate:	\$	308,746.53
Net Change:		

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge

By: 

Date: 5-12-25

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress

By: 

Date: 5/13/25

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City of Hattiesburg

By: 

Date: 

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	SEWER PIPE ITEMS										
1	6" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	\$65.00	10	LF	\$ 650.00	10.00	\$ 650.00	130	\$ 8,450.00	140.00	\$ 9,100.00
2	8" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	\$69.00	10	LF	\$ 690.00	159.30	\$ 10,991.70		\$ -	159.30	\$ 10,991.70
3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	\$73.50	800	LF	\$ 58,800.00	665.50	\$ 48,914.25		\$ -	665.50	\$ 48,914.25
4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	\$81.00	465	LF	\$ 37,665.00	608.00	\$ 49,248.00		\$ -	608.00	\$ 49,248.00
5	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	\$89.00	400	LF	\$ 35,600.00	356.10	\$ 31,692.90		\$ -	356.10	\$ 31,692.90
6	Removal of Existing Sewer Line	\$16.00	715	LF	\$ 11,440.00	125.70	\$ 2,011.20	506.00	\$ 8,096.00	631.70	\$ 10,107.20
7	Abandonment of Existing Sewer Line (All Sizes)	\$4.00	615	LF	\$ 2,460.00	615.00	\$ 2,460.00	86.00	\$ 344.00	701.00	\$ 2,804.00
8	Tracer Wire System for Sewer	\$8,100.00	1	LS	\$ 8,100.00	1.00	\$ 8,100.00		\$ -	1.00	\$ 8,100.00
	SEWER MANHOL ITEMS										
9	48" Precast Concrete Sewer Manhole (6' - 8')	\$5,075.00	3	EA	\$ 15,225.00	5.00	\$ 25,375.00	-1.00	\$ (5,075.00)	4.00	\$ 20,300.00
10	48" Precast Concrete Sewer Manhole (8' - 10')	\$6,319.00	2	EA	\$ 12,638.00	2.00	\$ 12,638.00		\$ -	2.00	\$ 12,638.00
11	48" Precast Concrete Sewer Manhole (10' - 12')	\$7,371.00	2	EA	\$ 14,742.00	1.00	\$ 7,371.00		\$ -	1.00	\$ 7,371.00
12	Demolition and Removal of Existing Manholes (All Types)	\$500.00	3	EA	\$ 1,500.00	3.00	\$ 1,500.00		\$ -	3.00	\$ 1,500.00
13	Abandonment of Existing Manhole	\$425.00	4	EA	\$ 1,700.00	4.00	\$ 1,700.00		\$ -	4.00	\$ 1,700.00
	SEWER SERVICE ITEMS										
14	4" Sanitary Sewer Service Cleanout	\$695.00	21	EA	\$ 14,595.00	21.00	\$ 14,595.00		\$ -	21.00	\$ 14,595.00
15	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	\$34.00	440	LF	\$ 14,960.00	167.00	\$ 5,678.00		\$ -	167.00	\$ 5,678.00
16	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	\$40.00	525	LF	\$ 21,000.00	524.00	\$ 20,960.00	-140.00	\$ (5,600.00)	384.00	\$ 15,360.00
17	8"x8"x6" PVC Service Tee	\$265.00	21	EA	\$ 5,565.00	24.00	\$ 6,360.00	-6.00	\$ (1,590.00)	18.00	\$ 4,770.00
18	Existing Sewer Service Investigation	\$98.00	7	EA	\$ 686.00	7.00	\$ 686.00		\$ -	7.00	\$ 686.00
	WATER PIPE ITEMS										
19	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$23.00	30	LF	\$ 690.00	0.00	\$ -		\$ -	0.00	\$ -
20	6" Class 350 Ductile Iron Water Pipe (Open Cut)	\$70.00	2640	LF	\$ 184,800.00	2340.00	\$ 163,800.00		\$ -	2,340.00	\$ 163,800.00
21	8" 200 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	\$129.00	220	LF	\$ 28,380.00	0.00	\$ -		\$ -	0.00	\$ -
22	Tracer Wire System for Water	\$9,953.00	1	LS	\$ 9,953.00	1.00	\$ 9,953.00		\$ -	1.00	\$ 9,953.00
	WATER CONNECTION ITEMS										
23	Cut and Cap Existing Lines	\$300.00	11	EA	\$ 3,300.00	11.00	\$ 3,300.00	-1.00	\$ (300.00)	10.00	\$ 3,000.00
24	Connection: Prop 2" to Exist 2" (Coupling & other fittings)	\$917.00	1	EA	\$ 917.00	0.00	\$ -		\$ -	0.00	\$ -
25	Connection: Prop 6" to Exist 2" (Coupling & other fittings)	\$2,578.00	1	EA	\$ 2,578.00	0.00	\$ -	1.00	\$ 2,578.00	1.00	\$ 2,578.00
26	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	\$9,112.00	7	EA	\$ 63,784.00	1.00	\$ 9,112.00	6.00	\$ 54,672.00	7.00	\$ 63,784.00
27	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	\$5,232.00	1	EA	\$ 5,232.00	1.00	\$ 5,232.00		\$ -	1.00	\$ 5,232.00
28	Connection: Prop 6" to Prop 6" & Prop 2" (6"x6"x6" Tee & other fittings)	\$4,865.00	1	EA	\$ 4,865.00	0.00	\$ -	1.00	\$ 4,865.00	1.00	\$ 4,865.00

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	WATER VALVE ITEMS										
29	6" Gate Valve	\$1,940.00	6	EA	\$ 11,640.00	9.00	\$ 17,460.00	-3.00	\$ (5,820.00)	6.00	\$ 11,640.00
	WATER FIRE PROTECTION ITEMS										
30	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	\$7,826.00	7	EA	\$ 54,782.00	9.00	\$ 70,434.00	-2.00	\$ (15,652.00)	7.00	\$ 54,782.00
31	Removal of Existing Fire Hydrant	\$1,500.00	2	EA	\$ 3,000.00	4.00	\$ 6,000.00	-2.00	\$ (3,000.00)	2.00	\$ 3,000.00
	WATER SERVICE ITEMS										
32	Residential Service Tap (All Sizes) (Incl. Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	\$720.00	20	EA	\$ 14,400.00	25.00	\$ 18,000.00	-2.00	\$ (1,440.00)	23.00	\$ 16,560.00
33	Commercial Service Tap (All Sizes) (Incl. Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	\$2,048.00	4	EA	\$ 8,192.00	4.00	\$ 8,192.00		\$ -	4.00	\$ 8,192.00
34	Residential Service Tubing (Open Cut) (All Sizes)	\$14.00	470	LF	\$ 6,580.00	676.00	\$ 9,464.00	-432.00	\$ (6,048.00)	244.00	\$ 3,416.00
35	Residential Service Tubing (Bored) (All Sizes)	\$26.00	210	LF	\$ 5,460.00	553.00	\$ 14,378.00	78.00	\$ 2,028.00	631.00	\$ 16,406.00
36	Commercial Service Tubing (Open Cut) (All Sizes)	\$70.00	18	LF	\$ 1,260.00	18.00	\$ 1,260.00	-18.00	\$ (1,260.00)	0.00	\$ -
36~C	Commercial Service Tubing (Open Cut) (All Sizes)	\$18.00	79	LF	\$ 1,422.00	0.00	\$ -	79.00	\$ 1,422.00	79.00	\$ 1,422.00
37	Remove and Reset Water Meter	\$395.00	18	EA	\$ 7,110.00	18.00	\$ 7,110.00	-4.00	\$ (1,580.00)	14.00	\$ 5,530.00
	MISCELLANEOUS CONSTRUCTION ITEMS										
38	Crushed Aggregate (Size 610)	\$88.00	1330	TON	\$ 117,040.00	813.27	\$ 71,567.76	120.00	\$ 10,560.00	933.27	\$ 82,127.76
39	Select Fill Material (Class 9, Group C), LVM	\$16.00	3730	CY	\$ 59,680.00	861.00	\$ 13,776.00		\$ -	861.00	\$ 13,776.00
40	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	\$118.00	200	SY	\$ 23,600.00	38.45	\$ 4,537.10		\$ -	38.45	\$ 4,537.10
41	9.5 mm Hot Mix Asphalt	\$297.00	440	TON	\$ 130,680.00	0.00	\$ -	281.98	\$ 83,748.06	281.98	\$ 83,748.06
42	19 mm Hot Mix Asphalt	\$390.00	290	TON	\$ 113,100.00	0.00	\$ -	271.09	\$ 105,725.10	271.09	\$ 105,725.10
43	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	\$27.00	420	SY	\$ 11,340.00	0.00	\$ -	44.44	\$ 1,199.88	44.44	\$ 1,199.88
44	Concrete Sidewalk Repair (All Depths)	\$81.00	200	SY	\$ 16,200.00	143.12	\$ 11,592.72	30.00	\$ 2,430.00	173.12	\$ 14,022.72
45	Concrete Curb & Gutter (Match Existing Type)	\$47.00	405	LF	\$ 19,035.00	33.00	\$ 1,551.00		\$ -	33.00	\$ 1,551.00
46	Remove and Replace Existing Chain Link Fence	\$44.00	190	LF	\$ 8,360.00	0.00	\$ -		\$ -	0.00	\$ -
47	6" Thermoplastic Traffic Stripe, Detail Yellow	\$20.00	400	LF	\$ 8,000.00	0.00	\$ -	417.00	\$ 8,340.00	417.00	\$ 8,340.00
48	Thermoplastic Ledgen Traffic Stripe, White (6' Equivalent)	\$29.00	364	LF	\$ 10,556.00	0.00	\$ -	388.00	\$ 11,252.00	388.00	\$ 11,252.00
49	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	\$19.00	1470	SY	\$ 27,930.00	1400.00	\$ 26,600.00		\$ -	1,400.00	\$ 26,600.00
50	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	\$10.00	190	SY	\$ 1,900.00	190.00	\$ 1,900.00		\$ -	190.00	\$ 1,900.00
51	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	\$26.00	150	SF	\$ 3,900.00	150.00	\$ 3,900.00		\$ -	150.00	\$ 3,900.00
52	Clearing and Grubbing	\$26,000.00	0.1	ACRE	\$ 2,600.00	1.00	\$ 26,000.00	-0.90	\$ (23,400.00)	0.10	\$ 2,600.00
53	Temporary Erosion Control	\$10,000.00	1	LS	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00
54	Maintenance of Traffic	\$70,000.00	1	LS	\$ 70,000.00	1.00	\$ 70,000.00		\$ -	1.00	\$ 70,000.00
55	Mobilization	\$108,000.00	1	LS	\$ 108,000.00	1.00	\$ 108,000.00		\$ -	1.00	\$ 108,000.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 003 FINAL
 REVISED

PERIOD:

through

28-Feb-25

1-Jun-24

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT			WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY
56	Home Grinder Station	\$12,500.00	1	LS	\$ 12,500.00	0.00	\$ -	1.00	\$ 12,500.00	1.00
57	Repair of Leaking & Unmarked Water Line	\$1,762.37	1	LS	\$ 1,762.37	0.00	\$ -	8.00	\$ 14,098.96	8.00
			TOTAL		\$ 1,432,544.37		\$ 944,050.63		\$ 261,544.00	\$ 1,205,594.63



AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) Edwards Street Infrastructures Improvements Hattiesburg, Mississippi	ARCHITECT'S PROJECT NUMBER: 12220-002	OWNER: ☐
TO OWNER: (Name and address) City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	CONTRACT FOR: CONTRACT DATED: August 23, 2023	ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

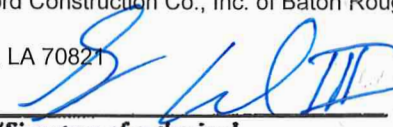
EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)
Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:


(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
Edwards Street Infrastructure Improvements
Hattiesburg, Mississippi

ARCHITECT'S PROJECT NUMBER: 12220-002

TO OWNER: (Name and address)
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

CONTRACT FOR:
CONTRACT DATED: August 23, 2023

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Grady Crawford Construction Co., Inc. of
Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:

(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

**EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 23rd Day of August 2023 for Edwards Street Area Infrastructure Improvements.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact and provide better serve to the public, as well, as increase the ease of construction.

WHEREAS: During the course of construction, a residential sewer service was discovered that required rehabilitation. Onsite elevations did not allow this service to be directly connected any existing sewer mains.

WHEREAS: The rehabilitation of this service warranted the addition of a pump system to connect to the existing sewer main. The following pay items are hereby added to the contract documents:

Item 56	Home Grinder Station	LS	1	\$12,500.00	\$ 12,500.00
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WHEREAS: During the course of construction, the Contractor discovered various leaking and unmarked water lines and services.

WHEREAS: The leaking and unmarked water lines were required to be repaired in order to complete the project. The following item is hereby added to the contract documents:

Item 57	Repair of leaking and unmarked water line	EA	8	\$1,762.37	\$ 14,098.99
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WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Subtotal Supplemental Agreement No. 1 - \$ 26,598.96

Project Decrease from Overrun/Underrun- \$ (237,864.33)

Final Contract Amount - \$ 1,205,594.63

WHEREAS: Unforeseen utility conflicts did not allow construction of the project to continue.

WHEREAS: The contractor could not complete the project due to said conflicts. Fourteen (14) calendar days are hereby added to the contract time.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2025

Grady Crawford Construction
Company, Inc. of Baton Rouge

By: _____

Contractor

Witness: _____

City of Hattiesburg

By: _____

Owner

Witness: _____

Hartford Accident and Indemnity Company

By: _____

Surety

Witness: _____



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED

Agency Code: 43-482992

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 SURETY ☐
 OTHER ☐

PROJECT : (Name and address)

Edwards Street Infrastructure Improvements
 Hattiesburg, Mississippi

ARCHITECT'S PROJECT NUMBER: 12220-002

CONTRACT FOR:

TO OWNER : (Name and address)

City of Hattiesburg
 200 Forrest St
 Hattiesburg, MS 39401

CONTRACT DATED: August 23, 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
 (Insert name and address of Surety)

Hartford Accident & Indemnity Company
 One Hartford Plaza Hartford, CT 06155

, SURETY,

on bond of

(Insert name and address of Contractor)

Grady Crawford Construction Co., Inc. of Baton Rouge
 PO BOX 967 Baton Rouge, LA 70821

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
 any of its obligations to

(Insert name and address of Owner)

City of Hattiesburg
 200 Forrest St. Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
 (Insert in writing the month followed by the numeric date and year.)

Hartford Accident & Indemnity Company
 (Surety)

David Alligood

(Signature of authorized representative)

David Alligood, Attorney-In-Fact
 (Printed name and title)

Attest:
 (Seal):



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

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Agency Name: HUB INTERNATIONAL MIDWEST LIMITED
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| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
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David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

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Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Grady Crawford

CONSTRUCTION COMPANY, INC.

May 9, 2025

Shows, Dearman & Waits, Inc. Consulting Engineers
301 Second Ave.
Hattiesburg, MS. 39401

Edwards Street Infrastructure Improvements
For the City of Hattiesburg

Contractor's Notarized Statement of Guarantee/s:

Attn: Shea McNease

All work completed on the above referenced Project, by Grady Crawford Construction Company of Baton Rouge states the following.

WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON THE ABOVE CAPTION PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF WORK.

SINCERELY,

Richard Casey Crawford, President
Grady Crawford Construction Co. Inc.

☐

Check box if no engineer is required for this project and provide explanation below.

MCWI Engineer's Certification Form
Final Closeout

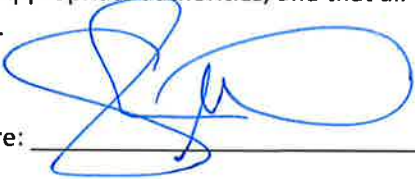
MCWI Subgrantee Name: City of Hattiesburg

MCWI Subgrant Agreement Number: 116-1-CW-5.5

Contractor/Supplier Name: Grady Crawford Construction, Inc.

Contract Identifier (Number or Description): 116 (Edwards)

I certify, to the best of my knowledge and belief, the referenced contract has been completed in compliance with the approved Plans and Specifications, that all required permits have been obtained from the appropriate authorities, and that all work has been performed in compliance with these permits.

Engineer's Signature:  Date: 5/13/25

Print Name: Shea McNease, PE



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, June 3, 2025
Re: Approve Memorandum of Agreement between the City of Hattiesburg and the University of Southern Mississippi for improvements associated with the Fourth Street Improvements-Phase IV Project, (Project No. STP-7194-00(004)LPA/109376-701000), and authorize the Mayor to execute the same.
File Number: 2025-455
Minute Book #

Summary

Memorandum of Agreement between the City of Hattiesburg and the University of Southern Mississippi regarding improvements related to the Fourth Street Improvements – Phase IV Project.

Recommendation Statement

I recommend that the Council approve the Memorandum of Agreement between the City of Hattiesburg and the University of Southern Mississippi for the Fourth Street Improvements – Phase IV Project, and authorize the Mayor to execute the agreement to facilitate project coordination and implementation.

Please place this on the June 3, 2025 City Council meeting for consideration.

MEMORANDUM OF AGREEMENT
Between
THE UNIVERSITY OF SOUTHERN MISSISSIPPI,
and THE CITY OF HATTIESBURG, MISSISSIPPI
(Mississippi Governmental Entities)

This MEMORANDUM OF AGREEMENT (“Agreement”) shall be effective as of December 1, 2025 (“Effective Date”), and is entered into by and between The University of Southern Mississippi, a not for profit state supported educational institution, having a business address of 118 College Drive #5079, Hattiesburg, Mississippi, 39406 (hereinafter called “University”) and The City of Hattiesburg, Mississippi, a Mississippi municipality with an address of 200 Forrest Street, Hattiesburg, MS 39401 (hereinafter called the “City”). University and City are each referred to as a “Party” and sometimes hereinafter collectively referred to as “the Parties”.

Whereas, University and the City are governmental entities in the State of Mississippi;

Whereas, University and the City desire to work collaboratively to improve pedestrian access and safety in areas contiguous to University property;

Whereas, the City has proposed the Fourth Street Improvements – Phase IV Project (Project No. STP-7194-00(004)LPA/109376-701000) (hereinafter “the Project”), to install sidewalk and lighting improvements along certain portions of Fourth Street, and has obtained funding through the Mississippi Department of Transportation for the Project to effectuate such improvements;

Whereas, a portion of the Project will require access to and utilization of limited portions of property owned by the University or otherwise held by the State Mississippi for the use and benefit of the University;

Whereas, the City’s access to and utilization of such real property (the “Subject Property”) as more particularly identified and designated in the attached Exhibit “A” shall be for purposes of preparation, installation, and maintenance of sidewalk and lighting improvements (the “Purpose”);

Whereas, the sidewalk and lighting improvements (hereinafter referred to as “Improvements”) will be in the nature of and consistent with the Typical Sections drawing attached hereto as Exhibit “B”;

Whereas, the University and the City have determined that collaboration as more fully described herein will be mutually beneficial to the City and its residents and visitors, as well as the University and associated members of the University community and University visitors;

Therefore, in consideration of the mutual promises and covenants set forth herein, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, University and the City hereby agree as follows:

Article 1: Term. The term of this Agreement shall begin on the Effective Date and shall extend for a period of two (2) years ("Initial Term"). This Agreement shall automatically renew after the Initial Term for successive one (1) year renewal terms (each a "Renewal Term"), unless one party gives written notice to the other party 30 days prior to the expiration of the then current term of its intention to not renew the Agreement. Following the Initial Term, either party may terminate this Agreement upon 30 days prior written notice to the other party. The Initial Term, and any Renewal Term, shall collectively be referred to as the Term of this Agreement. The Parties agree that upon the Termination of the Term the sidewalk and lighting improvements will remain as fixtures on Subject Property.

Article 2: Description of Activities. The parties will engage in the following activities, during the Term, as follows:

- a) The University agrees the City, shall have a non-exclusive right of access and entry onto the Subject Property, including the right to bring equipment, vehicles, and materials onto the Subject Property, to effectuate the Purpose during the Initial Term, and as necessary for maintenance during any Renewal Term.
- b) The City will limit its use and access (and of those operating for and on behalf of the City) to the Subject Property, to the extent reasonably necessary to effectuate the Purpose.
- c) Following the initial installation of improvements, the City will continue to provide for the ongoing operation and maintenance of the Improvements, through the expiration or termination of this Agreement.
- d) The City will require any contractor providing services on the Subject Property to: (i) agree to defend and indemnify and defend the University, the Board of Trustees of State Institutions of Higher Learning, and the State of Mississippi, and each of their employees, officers, agents, trustees, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney's fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives; (ii) at such contractor's expense, procure and maintain Commercial General Liability insurance coverage with limits of liability of not less than \$1,000,000 per claim, and \$3,000,000 aggregate, Automobile Bodily Injury and Property Damage Liability insurance coverage with a combined single limit of not less than \$1,000,000, and Worker's Compensation and Employer's Liability coverage with limits as required by

applicable law; (iii) name the University of Southern Mississippi and the Board of Trustees of State Institutions of Higher Learning as additional insureds on such commercial general liability insurance; and (iv) provide evidence of such coverage to the University.

Article 3: Expenses

- a) Each Party will bear their own expenses for the activities each party conducts in accordance with this Agreement.

Article 4: No Property Interest. The University and the City agree that nothing herein transfers or otherwise operates as a transfer of any interest in real property. The University and the City will each conduct their activities authorized hereunder in compliance with, and obey all applicable laws and regulations.

Article 5: Notices. All notices to be sent hereunder unless otherwise required herein, shall be in writing and shall be deemed to be fully given and received upon hand-delivery, or when forwarded by prepaid first-class mail to the Parties at the following addresses:

University:

Vice President for Finance and Administration
The University of Southern Mississippi
118 College Drive #5005
Hattiesburg, Mississippi 39406

With a copy to:

Office of the General Counsel
118 College Drive #5079
Hattiesburg, MS 39406

The City:

Office of the Mayor
200 Forrest Street
Hattiesburg, MS 39401

With a copy to:

Office of the City Attorney
200 Forrest Street
Hattiesburg, MS 39401

Article 6: General Provisions.

- a) Reserved.
- b) Governing Laws. This Agreement shall be construed according to, and the performance thereof governed by the laws of the state of Mississippi. Nothing herein shall be deemed to subject the Parties to the laws of any jurisdiction, other than the state of Mississippi.
- c) Failure to Enforce. The failure by either Party, at any time to enforce any provision of this Agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof, or the right for either Party to enforce the provisions at any time in accordance with the terms of this Agreement.
- d) Liability. The Parties are governmental entities of the State of Mississippi. Liability of the Parties is governed by the Mississippi Tort Claims Act, Sections 11-46-1, *et. seq.*, Mississippi Code Ann., as amended. Nothing herein shall be deemed to waive sovereign or official immunities as may be applicable.
- e) Either Party may terminate this Agreement upon issuance of written notice if the other Party fails to perform the obligations to the other party under this Agreement. The Party issuing such a termination notice may allow 30 days within which the other Party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.
- f) Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or similar causes beyond the Party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.
- g) Entire Agreement. This Agreement embodies the entire understanding between the Parties and there are no prior representations, warranties or agreements between the Parties relating hereto and this Agreement is executed and delivered upon the basis of this understanding. No alteration, waiver or change in any of the terms hereof subsequent to the execution hereof claim to have been made by a representative of either

Party shall have any force or effect unless in writing signed by the Parties hereto or their duly authorized agents or representatives.

- h) Each of the Parties shall at all times be regarded as and shall be legally considered an independent contractor and neither Party nor its employees shall, under any circumstances, be considered servants, agents or employees of the other Party.
- i) Intellectual Property. Nothing herein shall be deemed to transfer intellectual property rights of the respective Parties hereto.
- j) Notwithstanding any provision to the contrary contained herein, it is recognized that the parties are governmental entities of the State of Mississippi and subject to the Mississippi Public Records Act, Mississippi Code Annotated §25-61-1, *et seq.*, as amended. No Party to this Agreement shall be liable to the other Party for disclosures of information required by Court order or required by law.
- k) Each Party will ensure its and its contractors' compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq.*, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired by a Party or a Party's contractor to perform work within the State of Mississippi as an employee of such Party or a Party's contractor. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Each Party agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Each Party acknowledges that any person assigned or contracted to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- l) Each party recognizes that the Parties hereto are governmental entities of the State of Mississippi and enter into a contract only to the extent authorized and permitted by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of this Agreement that is not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, shall be deemed void.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

THE UNIVERSITY OF SOUTHERN
MISSISSIPPI



By: Allyson Easterwood

Its: Vice President for Finance and
Administration

Date: 5-29-2025

THE CITY OF HATTIESBURG,
MISSISSIPPI

By: Toby Barker

Its: Mayor

Date: _____

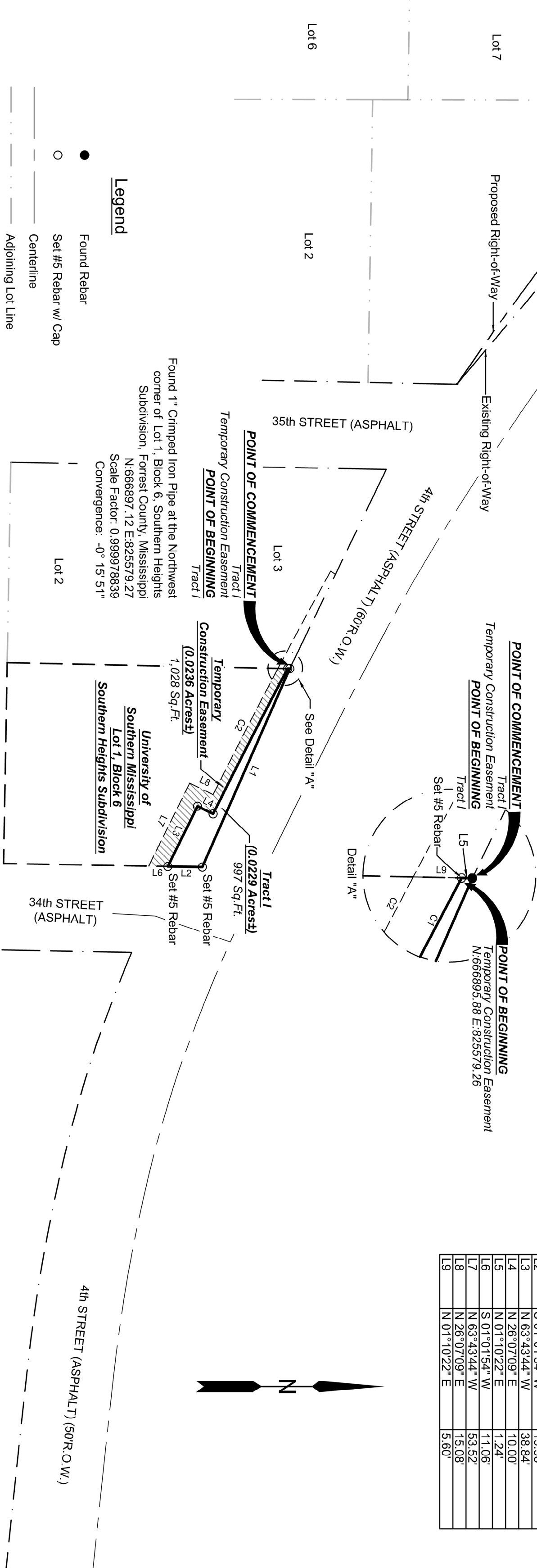
4908-5243-9862, v. 2

Exhibit A

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3758.96'	94.42'	94.42'	N 62°47'50" W	1°56'21"
C2	3477.78'	82.05'	82.05'	N 62°45'37" W	1°21'07"

Line Table		
LINE	BEARING	DISTANCE
L1	S 66°12'11" E	125.39'
L2	S 01°01'54" W	19.98'
L3	N 63°43'44" W	36.84'
L4	N 26°07'09" E	10.00'
L5	N 01°10'22" E	1.24'
L6	S 01°01'54" W	11.06'
L7	N 63°43'44" W	53.52'
L8	N 26°07'09" E	15.08'
L9	N 01°10'22" E	5.60'



Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Centerline
- Adjoining Lot Line
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

Legal Description - Tract I

A tract of land containing 0.0229 acres (997 square feet), more or less, situated in part of lot 1, Block 6 of Southern Heights Subdivision as recorded in book 8 page 38 in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.999978839, a convergence angle of -0 degrees 15 minutes 51.36274 seconds developed at the below described commencing point and being more particularly described as follows, to wit:

Commencing at a found 1" crimped iron pipe (N:666897.12, E:825579.27) located at the Northwest corner of Lot 1, Block 6, Southern Heights Subdivision, said point also being located on the existing West right-of-way line of West 4th Street and also being hereinafter referred to as the POINT OF BEGINNING;

From the POINT OF BEGINNING along said existing west right-of-way line South 66 degrees 12 minutes 11 seconds East 125.39 feet to a #5 rebar with plastic cap located at the Northeast corner of said Lot 1; thence leaving said existing west right-of-way line and along the East line of said Lot 1 South 01 degrees 01 minutes 54 seconds West 19.98 feet to a #5 rebar with plastic cap; thence leaving said East line run along the proposed west right-of-way line of West 4th Street, North 63 degrees 43 minutes 44 seconds West 38.84 feet to a #5 rebar with plastic cap; thence continuing along said proposed west right-of-way line run North 26 degrees 07 minutes 09 seconds East 10.00 feet to a #5 rebar with plastic cap; thence continuing along said proposed west right-of-way line along the arc of a curve to the right having an arc length of 94.42 feet, a radius of 3758.96 feet and a chord bearing North 62 degrees 47 minutes 50 seconds West for 94.42 feet to a #5 rebar with plastic cap located on the West line of said Lot 1; thence along said west line run North 01 degrees 10 minutes 22 seconds East for a distance of 1.24 feet to the POINT OF BEGINNING.

Legal Description - Temporary Construction Easement

A Temporary Construction Easement containing 0.0236 acres (1,028 square feet), more or less, situated in part of lot 1, Block 6 of Southern Heights Subdivision as recorded in book 8 page 38 in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.999978839, a convergence angle of -0 degrees 15 minutes 51.36274 seconds developed at the below described commencing point and being more particularly described as follows, to wit:

Commencing at a found 1" crimped iron pipe (N:666897.12, E:825579.27) located at the Northwest corner of Lot 1, Block 6, Southern Heights Subdivision; said point also being located on the existing West right-of-way line of West 4th Street; thence leaving said existing West right-of-way line, South 01 degrees 10 minutes 22 seconds West 1.24 feet to a set #5 rebar with plastic cap located on the West line of Lot 1, Block 6, Southern Heights Subdivision said point also being hereinafter referred to as the POINT OF BEGINNING;

From the POINT OF BEGINNING thence leaving said west line along the arc of a curve to the left having an arc length of 94.42 feet, a radius of 3758.96 feet and a chord bearing South 62 degrees 47 minutes 50 seconds East for 94.42 feet to a #5 rebar with plastic cap; thence South 26 degrees 07 minutes 09 seconds West 10.00 feet to a set #5 rebar with plastic cap located on the proposed west right-of-way line of West 4th Street; thence continue along said proposed west right-of-way line South 63 degrees 43 minutes 44 seconds East 38.84 feet to a #5 rebar with plastic cap located on the East line of said Lot 1; thence along said East line, South 01 degrees 01 minutes 54 seconds West 11.06 feet to a point; thence leaving said East line, North 63 degrees 43 minutes 44 seconds West 53.52 feet to a point; thence North 26 degrees 07 minutes 09 seconds East 15.08 feet to a point; thence along the arc of a curve to the right having an arc length of 82.05 feet, a radius of 3477.78 feet and a chord bearing North 62 degrees 45 minutes 37 seconds West for 82.05 feet to a point located on the West line of Lot 1, Block 6, Southern Heights Subdivision; thence North 01 degrees 10 minutes 22 seconds East 5.60 feet back to the POINT OF BEGINNING.

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Southern Heights Subdivision Plat Book 8 Page 38

Book 706 Page 221

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds, the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors. Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat and the survey upon which it is based, meets, or exceeds, the National Society of Professional Surveyors Model Standards for Property Surveys as approved by NSPS on March 12, 2002.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete: April 2022

Date: April 19, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

REVISED: 13 September 2023 - R.O.W. & TCE Updated

MAPTECH, INC.

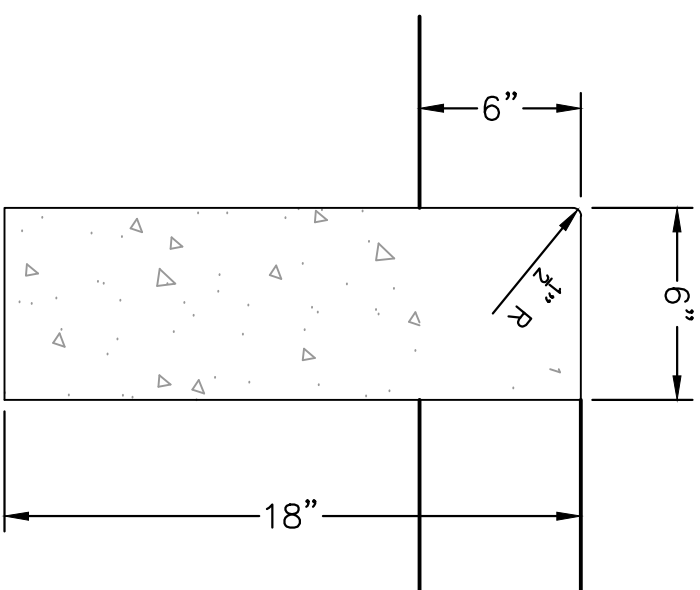
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1866 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for
University of Southern Mississippi
of
Southern Heights Subdivision, Block 6
City of Hattiesburg, Forrest County, Mississippi

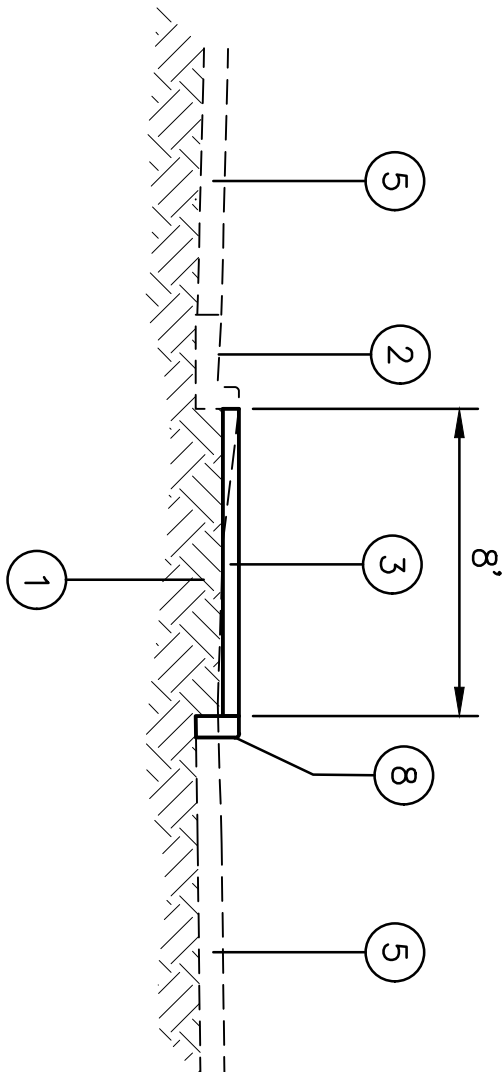
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DRAWN BY: J. Byrd	CHECKED BY: J. Black
SCALE: 1"=50'	DATE: 19 April 2022
	SHEET 1 of 1

Exhibit B



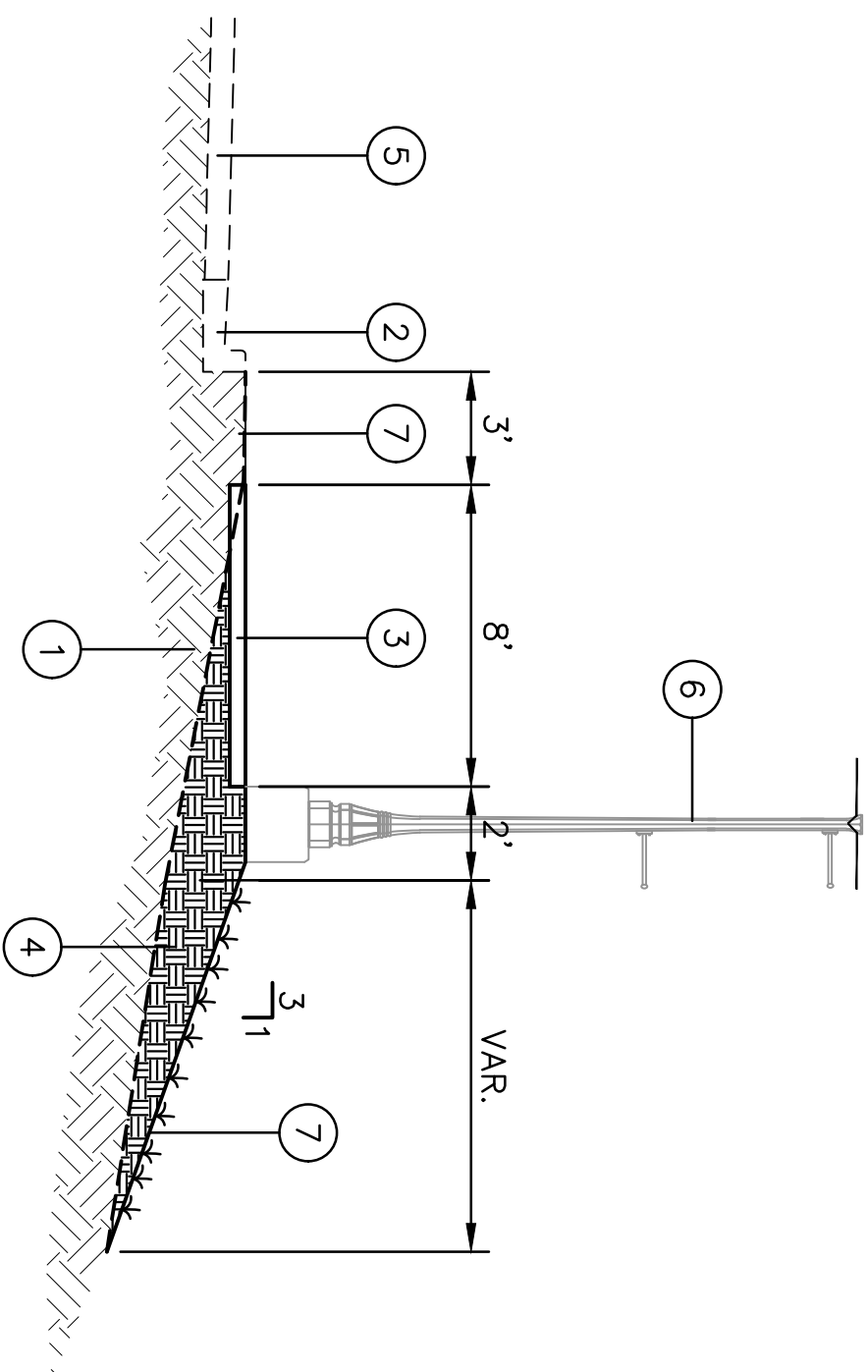
DETAIL OF HEADER CURB

NOT TO SCALE



TYPICAL SECTION

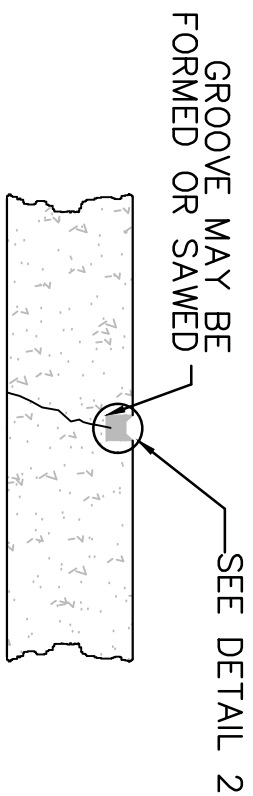
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NOT TO SCALE



TYPICAL SECTION

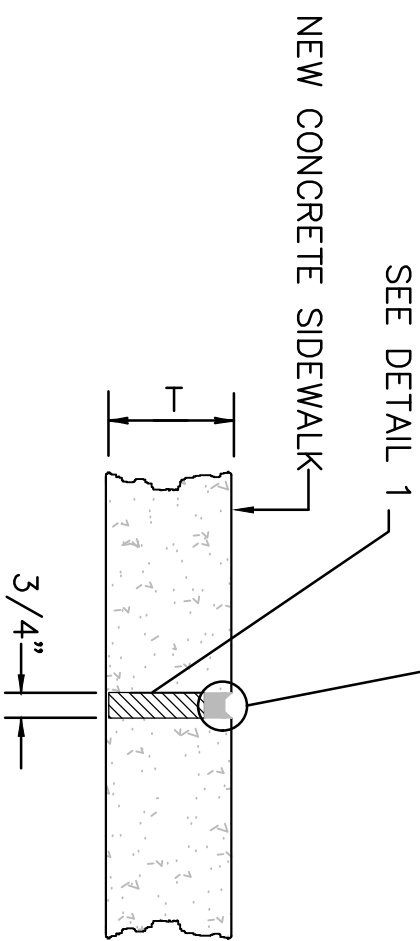
(STA. 3+58 TO STA. 15+50),
NOT TO SCALE

- LEGEND**
- ① COMPACTED SUBGRADE
 - ② EXISTING CURB & GUTTER
(TO REMAIN)
 - ③ 5" REINFORCED SIDEWALK
 - ④ BORROW MATERIAL
 - ⑤ EXISTING PAVEMENT
 - ⑥ PATH LIGHT POLE
 - ⑦ 4" TOPSOIL/SOLID SOD
 - ⑧ HEADER CURB



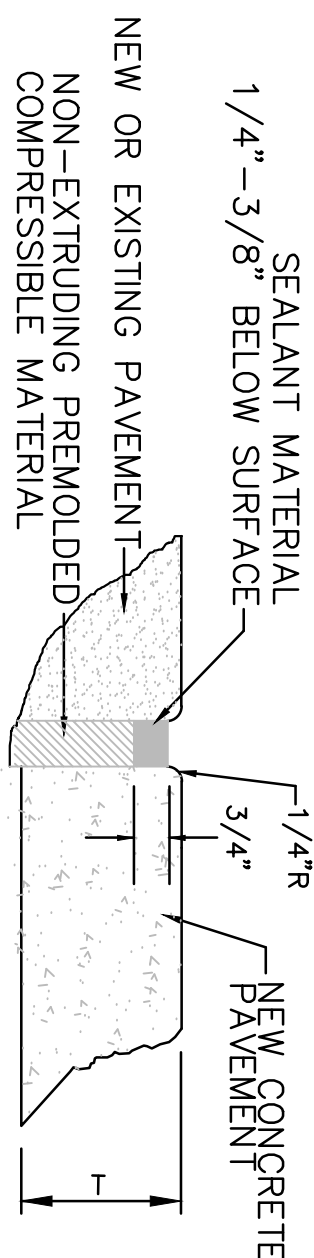
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NOT TO SCALE



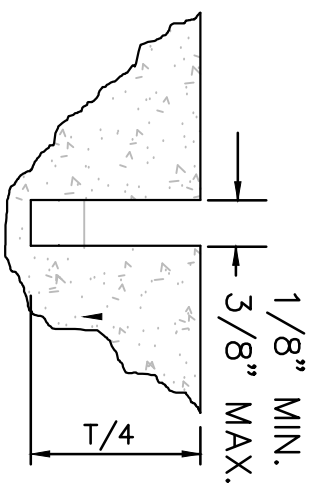
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NOT TO SCALE



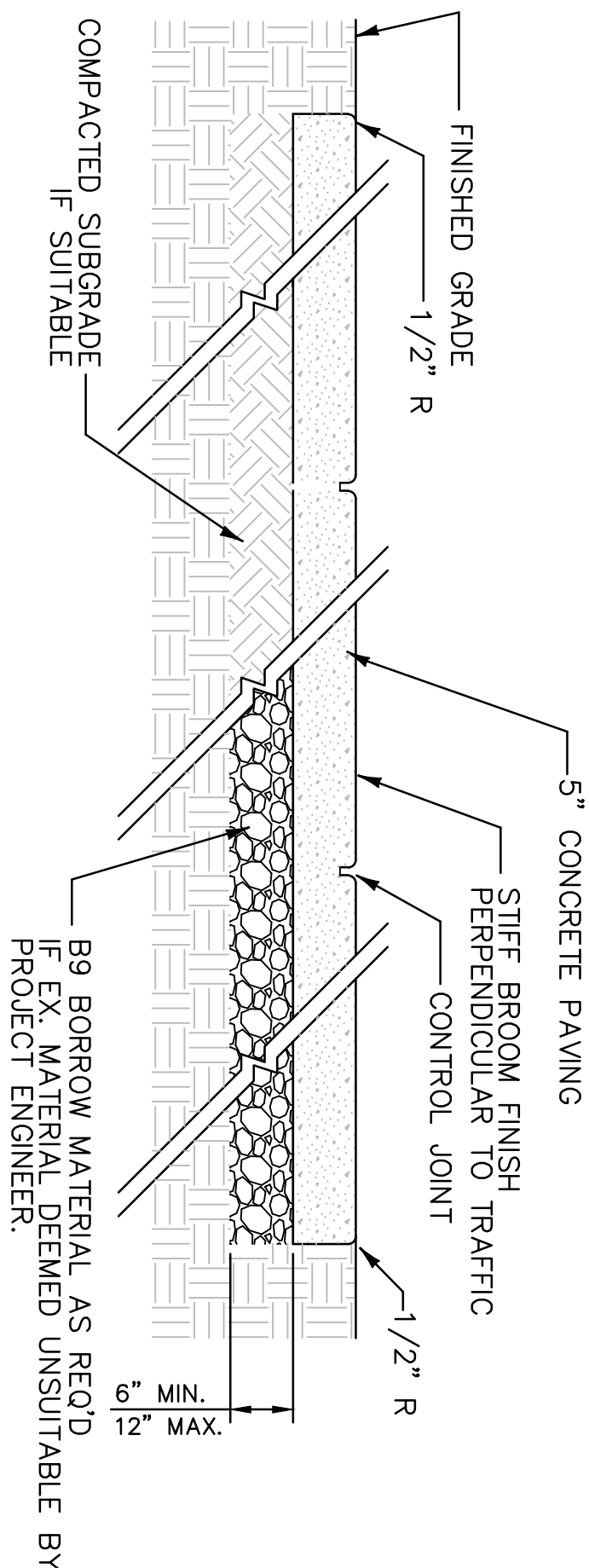
DETAIL 1 - EXPANSION JOINTS

NOT TO SCALE



DETAIL 2 - CONTROL JOINT

NOT TO SCALE



TYPICAL CONCRETE PAVING DETAIL

NOT TO SCALE

NOTICE TO DRAWING HOLDER		
REVISIONS		
NO.	DATE BY	DESCRIPTION
JEEI-SCHAEFFER INC. HEREINAFTER REFERRED TO AS THE		

REVISIONS			DRAWING INFORMATION	
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				SURVEYED BY: MAPTECH
				DSGN: GPC DATE: 09/2023
				DRAWN: PAN DATE: 09/2023
				CHKD: DATE:
				QA/QPC: DATE:

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004) LPA/109376-701000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



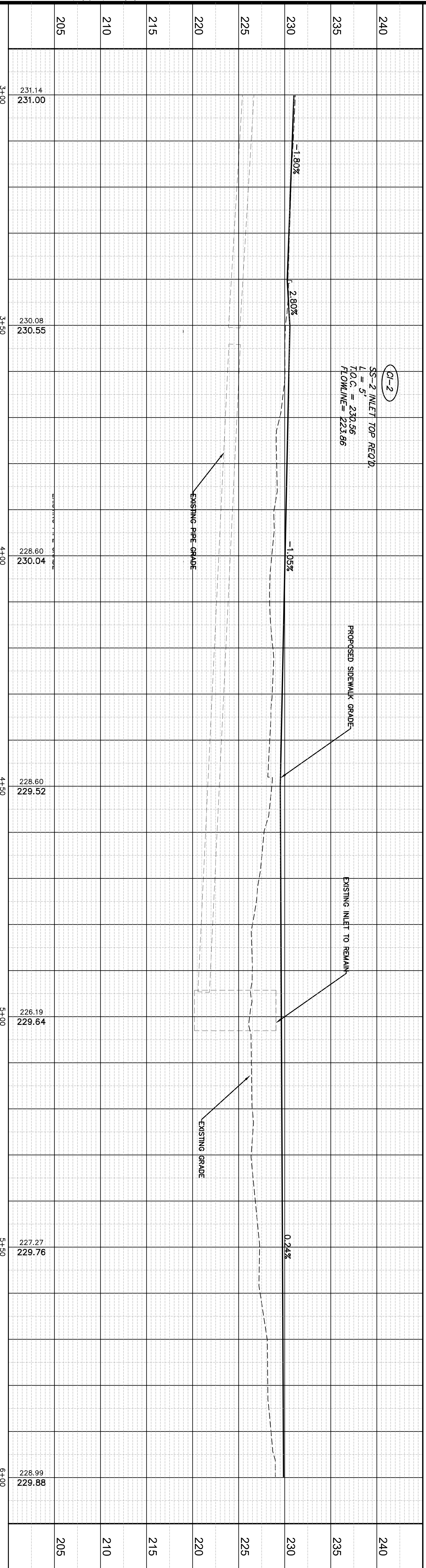
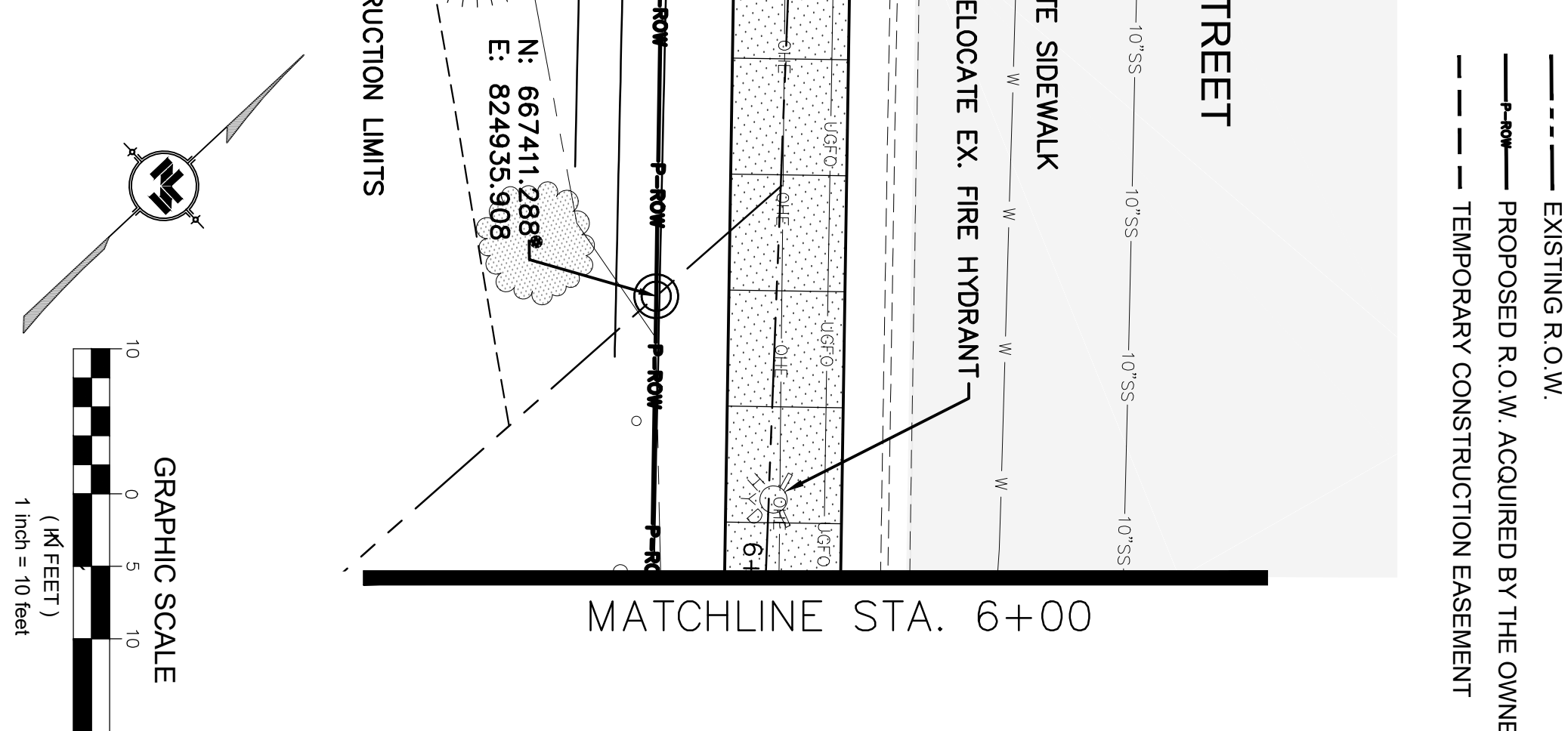
TYPICAL SECTIONS

WORKING NUMBER:	DRAWING NUMBER:
TS-1	4

$\Delta = 220.01.07$
 $D = 92.24.50''$
 $L = 3.72'$
 $H = 4.00'$

③ CURVE DATA:

T =	2.12'	
R =	67.98'	
PC =	STA. 4+03.39	
PT =	STA. 4+07.63	



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

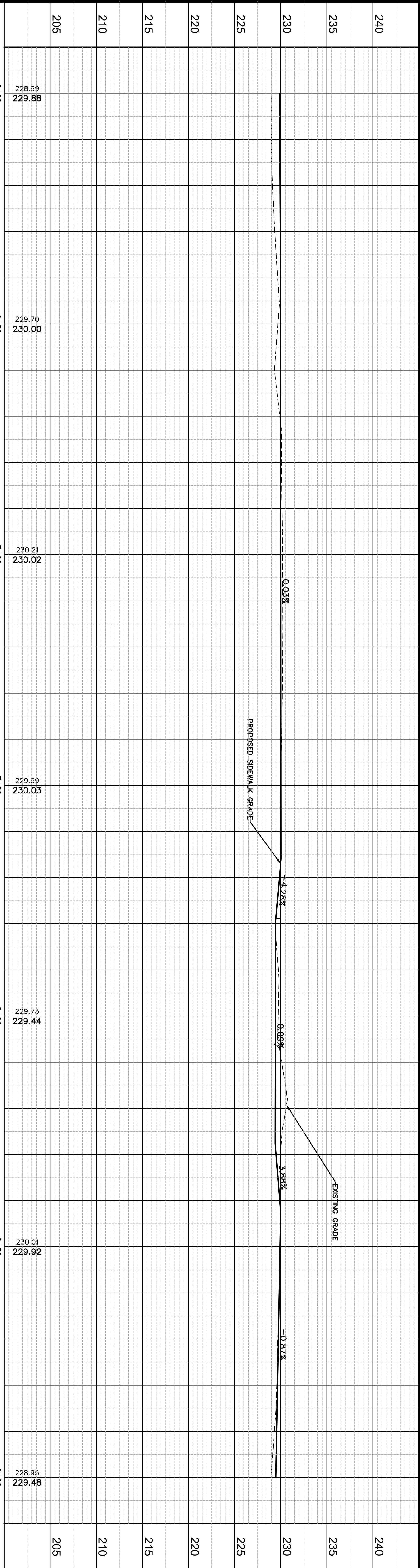
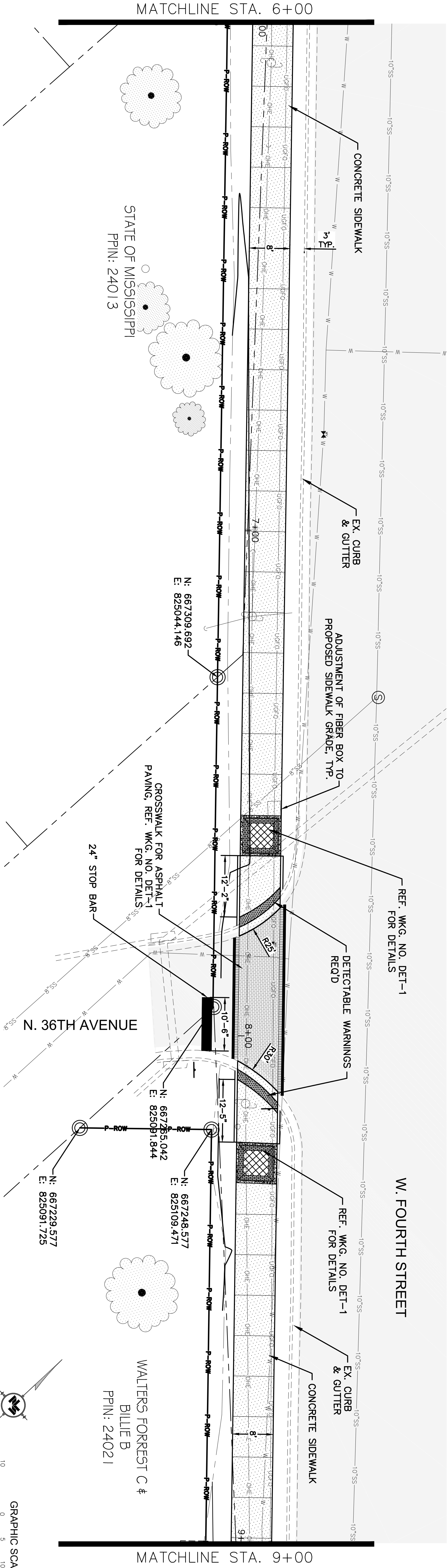
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			DSGN: GPC DATE: 09 /2023
			DRWN: PAN DATE: 09 /2023
			CHKD: DATE:
			QA/QC: DATE:

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004) LPA109376-701000
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

PLAN AND PROFILE STA. 3+00 TO STA. 6+00	
WORKING NUMBER: WK-2	DRAWING NUMBER: 11

--- EXISTING R.O.W.
- - - PROPOSED R.O.W. ACQUIRED BY THE OWNER
- - - TEMPORARY CONSTRUCTION EASEMENT



NOTICE TO DRAWING HOLDER

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

REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

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SCALE: 1" = 10'
SURVEYED BY: MAPTECH
DSGN: GPC
DRWN: PAN
CHKD:
DATE: 09/2023
QA/QC:
DATE:

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004)JPA/109376-701000
CITY OF HATTIESBURG
HATTIESBURG, MS
FOREST COUNTY

PLAN AND PROFILE
STA. 6+00 TO STA. 9+00

WORKING NUMBER:
WK-3

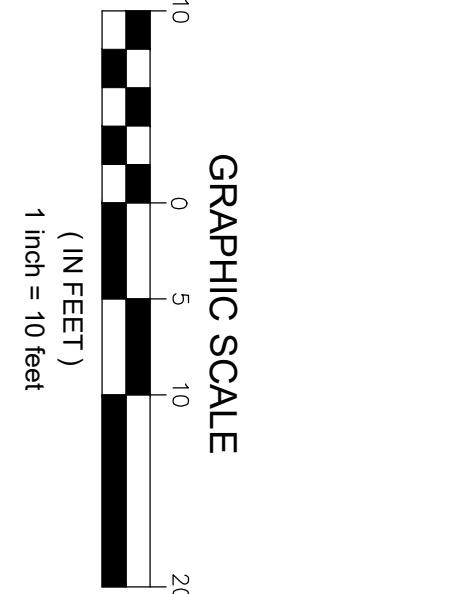
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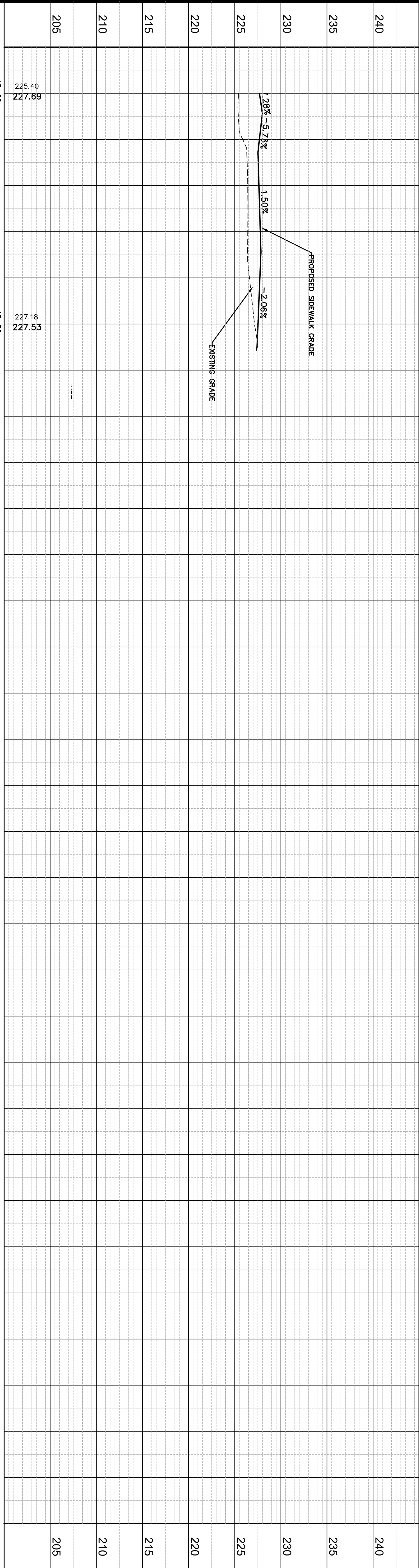
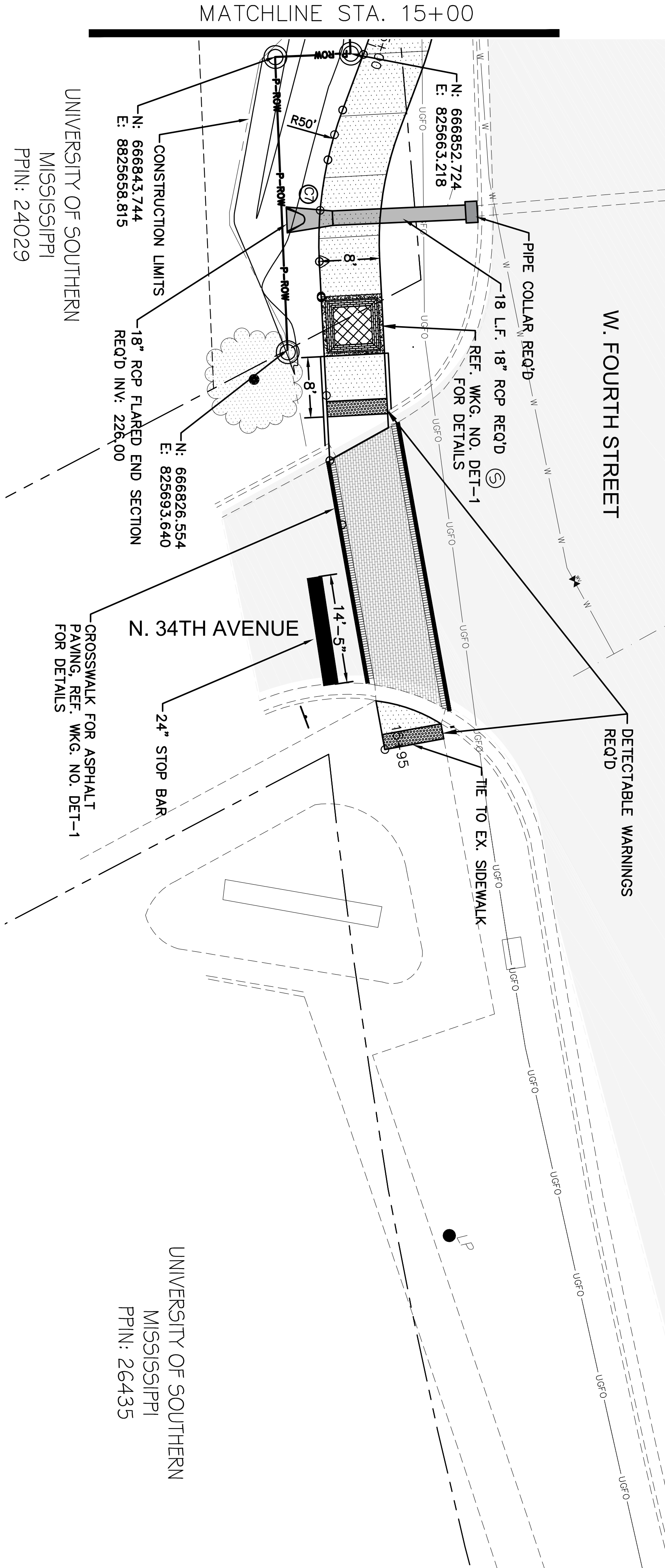
EXISTING R.O.W.

PROPOSED R.O.W. ACQUIRED BY THE OWNER

TEMPORARY CONSTRUCTION EASEMENT



CURVE DATA:
 $\Delta = 15^{\circ}33'02.77''$
 $D = 114^{\circ}35'30''$
 $L = 13.57'$
 $T = 6.83'$
 $R = 50.00'$
 $PC = STA. 15+16.27$
 $PT = STA. 15+29.84$



NOTICE TO DRAWING HOLDER

NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING A ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
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				DRWN: PAN DATE: 09/2023
				CHKD: DATE:
				QA/QC: DATE:

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004) LPA/109376-701000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PLAN AND PROFILE STA. 15+00 TO STA. 15+95

WORKING NUMBER: WK-6

DRAWING NUMBER: 15



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, June 3, 2025
Re: Acknowledge the receipt of a Quitclaim Deed from the Midtown Merchants Association, Inc., for the Midtown Green Park Bandshell.
File Number: 2025-449
Minute Book #

Summary

Acknowledge the receipt of a Quitclaim Deed from the Midtown Merchants Association, Inc., for the Midtown Green Park Bandshell.

Recommendation Statement

I recommend acceptance of the deed for the Midtown Green Bandshell.

Please place this on the June 3, 2025 City Council meeting for consideration.

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: SW ¼ of SE ¼, Section 7, T4N, R13W, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **GRANTOR**,

MIDTOWN MERCHANTS ASSOCIATION, INC.,
a Mississippi non-profit corporation

P.O. Box 16283
Hattiesburg, MS 39404
Telephone: 601-270-6266

does hereby grant, bargain, sell, convey and quitclaim unto the **GRANTEE**,

THE CITY OF HATTIESBURG
a Mississippi Municipal Corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4500

any and all of its right, title and interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

A part and parcel of Southwest Quarter of Southeast Quarter of Section 7 of Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning 165 feet South and 750 feet West of the Northeast Corner of the Southwest Quarter of the Southeast Quarter to and from a point of beginning. From said point of beginning, proceed thence South 330 feet, thence West 556 feet, thence North 330 feet and thence east 556 feet back to the point of beginning, comprising 4.21 acres, more or less.

WITNESS MY SIGNATURE, on this, the 22 day of May, A.D., 2025.

MIDTOWN MERCHANTS ASSOCIATION, INC.

By: _____

Its: _____

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of May, A.D., 2025, within my jurisdiction, the within named Tom Smith who acknowledged that he is president of Midtown Merchants Association, Inc., and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.



Brittany Vasser
NOTARY PUBLIC
My Commission Expires: 8/4/2028



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, June 3, 2025
Re: Adopt a Resolution naming the Midtown Green Bandshell and Midtown Green Playground.
File Number: 2025-454
Minute Book #

Summary

This Resolution is to officially name the bandshell and playground located within Midtown Green.

Recommendation Statement

I recommend that the Council adopt this Resolution naming the Midtown Green Bandshell and Midtown Green Playground.

Please place this on the June 3, 2025 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg from time to time honors and memorializes certain individuals who have made significant contributions to the City, State or Nation;

WHEREAS, In 2020 the City of Hattiesburg made application to the MS Department of Wildlife Fisheries and Parks for a Land & Water Conservation Fund (LWCF) Grant to construct a park in the Midtown District where no park existed. Thanks to the funding of this grant and generous philanthropists and families – Craig Wiseman, The Payne Family and the Chancellor Family – Midtown Green Park came to life; and

WHEREAS, Craig Wiseman, a Hattiesburg native, has become one of country music’s most prolific and celebrated songwriters leaving an indelible mark on the music industry, with a career that resulted in over 400 cuts, 150 singles and 30 No. 1 hits; winning ASCAP’s Country Songwriter of the Year in 2003, 2005 and 2007; NSAI’s Songwriter of the Decade in 2009; and induction into the Nashville Songwriters Hall of Fame in 2015;

WHEREAS, Craig Wiseman’s generous financial contribution funded construction of the bandshell at the Midtown Green;

WHEREAS, the Payne Family has been involved in numerous civic and charitable causes throughout the City of Hattiesburg for many years; with their financial contribution funding construction of the inclusive playground at the Midtown Green;

WHEREAS, Betty and Mike Chancellor owned the land on which the Midtown Green is now located, and their stewardship of this land over several decades kept many species of mature trees intact for the future Midtown Green;

WHEREAS, the City of Hattiesburg seeks to honor these individuals and families for their generosity in making the Midtown Green possible;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Hattiesburg honor and recognize Mr. Craig Wiseman for his extraordinary contributions to the arts and his hometown and for the legacy of this remarkable songwriter and philanthropist, do hereby name the Midtown Green Bandshell in honor of Craig Wiseman.

BE IT FURTHER RESOLVED THAT the playground at the Midtown Green be named in honor of the Payne Family.

BE IT FURTHER RESOLVED THAT the fitness pod at the Midtown Green be named in honor Betty and Mike Chancellor.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of June, A.D., 2025.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of June A.D., 2025.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director, Dequandra Johnson
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 3, 2025
Re: Acknowledge receipt of proposals for the City of Hattiesburg's Broadband Installation project received on May 30, 2024; accept the proposal submitted by C Spire and authorize the Mayor to execute the agreement.
File Number: 2025-439
Minute Book #

Summary

Acknowledge receipt of proposals for the City of Hattiesburg's Broadband Installation project received on May 30, 2024; accept the proposal submitted by C Spire and authorize the Mayor to execute the agreement.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.



Broadband Infrastructure Services (Public Wi-Fi Access)

City of Hattiesburg

Responding to

Request for Proposal
May 30, 2024

Jeremy Luke
C Spire Government Account Manager
4200 Mamie St
Hattiesburg, MS 39402
601.912.2963
jluke@cspire.com

May 30, 2024

City of Hattiesburg
Office of the City Clerk – 2nd Floor City Hall
200 Forrest Street
Hattiesburg, MS 39401

We invite the **City of Hattiesburg** to join C Spire's network of business partners — leading companies who trust our team of engineers to help them stay ahead of every IT challenge. C Spire recently received Cisco's WebEx Managed Service Award — Global 2023, Cisco Americas Central Area Award for Innovation Partner of the Year 2023, and Cisco Americas Central Area Award for Service Provider of the Year 2023. We're ready to earn your business and help you leverage our expertise and experience for your organization.

The C Spire team serves customers primarily in the Public Sector, Healthcare, and Financial Services sectors with over 1,200 billed accounts in state and local government, as well as education entities throughout the southeast. We are a proven leader in enterprise technology solutions with direct experience in the public sector.

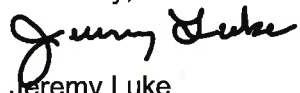
We work tirelessly to meet rigorous standards set by IT giants such as Cisco, Dell Technologies, Microsoft, and Citrix to earn their top certifications. That means you get the benefit of our expertise, partner-level discounts, and our team of highly specialized engineers. C Spire is known as the premier provider of business technology services.

Our proposal fully meets your critical requirements with the advanced technology you need and dedicated, in-region support you deserve, making C Spire the sound choice for your organization.

As the Southeast's premier IT managed service provider, we connect you with customer support available 24/7, 365 days a year, from our team in your community and our call-center support in Ridgeland, Mississippi, Birmingham and Mobile, Alabama.

We look forward to working with you and providing your organization with the best technology experience.

Sincerely,



Jeremy Luke
C Spire Government Account Manager
4200 Mamie St
Hattiesburg, MS 39402
601.912.2963
jluke@cspire.com

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Please see C Spire Business responses in blue

**Request for Proposals - Public Notice
Broadband Infrastructure Services
(Public Wi-Fi Access)**

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services to install Public WiFi services for the following City of Hattiesburg locations:

- Tatum Park – 101 Parkway Boulevard
- Vernon Dahmer Park – 1000 Country Club Road
- Chain Park – 981 E. 8th Street
- Duncan Lake – 1000 James Street
- Dewitt Sullivan Park – Old Airport Road
- C.E. Roy Walking Trail – 300 E. 5th Street
- Hattiesburg Boxing Club & Gym – 202 Unetta Street
- Eastside Park – 1000 Rebecca Avenue
- 9th Street Park – 300 E. 9th Street

Overview

The City of Hattiesburg is requesting qualifications and pricing information for the installation of broadband infrastructure consisting of service equipment at the locations listed above. The City of Hattiesburg was awarded grant funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Acts 2020, 2021.

Outcome/Goal

In an effort to enhance quality of life and in response to COVID-19, public WiFi services will assist residents in remaining connected to work and school.

Deliverables

The deliverables for this project are:

- 24 or 48 Port Switch – Meraki – MS225 or compatible equipment
- 8 Port Switch – Meraki – MS120 or compatible equipment
- Indoor AP - Meraki CW9164 or compatible equipment
- Outdoor AP – Meraki MR86 or compatible equipment
- Content Filtering – Cisco Umbrella or compatible equipment
- Firewall – Meraki MX450 or Cisco Umbrella SIG with an ISR router or compatible equipment
- Cabling requirements including costs to run for AP and switches
- Rack equipment to mount gear
- All labor costs

Project Timeline and Budget:

Final schedule will be mutually determined by the City and selected firm. This project is funded by federal monies.

Acknowledged

Submittal Requirements:

Responses must conform to the requirements set forth in this RFP, and include as follows:

- Cover letter identifying all firms proposed for the team, including contact information, such as mailing address, email address and phone number;
- Project understanding;
- Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager, key personnel, and the roles and responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Information Technology (IT) and Urban Development staff;
- Statement of Relevant Work/Experience with referral contact information and links to published product(s).
- Project approach;
- Scope of Work;)
- Proposed deliverables;
- Proposed timeline;
- Proposed project budget;
- Identify whether any team member firms are, or will become, a qualified DBE firm, and describe the percentage of the overall project that will be assigned/subcontracted to said DBEs.
- Clearly identify any term of proposal that may deviate from submitted requirements and the benefits thereof.

Please see enclosed attachments

All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Hattiesburg upon receipt.

Selection Criteria Process:

All proposals received will be reviewed by designated City staff from the Department of Urban Development and Information Technology, according to the selection criteria set forth in this RFQ. The following criteria will be the basis on which responses will be considered (in no particular order):

<i>Evaluation Criteria</i>	<i>Weight</i>
<i>Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).</i>	25
<i>Experience and qualifications of personnel assigned to perform the services</i>	20
<i>Proposed Scope of Work and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).</i>	30
<i>Communications (Organization/completeness of response; writing skills, as shown through referenced work examples).</i>	10
<i>Work Product Examples (Quality, appearance, presentation, and applicability of referenced work examples).</i>	10
<i>DBE participation commitment (weighted by commitment level to DBEs)</i>	5
<i>Total</i>	100

Acknowledged

Submission:

Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on May 30, 2024. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer's name and labeled with "RFP: City of Hattiesburg WiFi Project. Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver. Three (3) copies of the complete proposal response must be delivered to the following:

Physical Address

Office of the City Clerk – 2nd Floor City
Hall City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

OR Mailing Address

Office of the City Clerk – 2nd Floor City
Hall City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on City of Hattiesburg needs.

<u>Item</u>	<u>Date</u>
RFP Issue Date	May 8, 2024
Closing Date for Receipt of Proposals	May 30, 2024, 10:00 am, CDT
Bid Openings	May 30, 2024, 10:00 am, CDT.

Any questions regarding this RFP, must be submitted in writing via email to cdbg@hattiesburgms.com before 4:00 p.m., Thursday, May 23, 2024. Questions with responses will be emailed back to all interested parties no later than 4:00 p.m., Friday, July 14, 2023.

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. The project objective is to develop a corridor district covering two areas. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project

Acknowledged

ATTACHMENT: PROPOSED PRICING

Physical Address:

4200 Mamie Street
Hattiesburg, MS 39402
Phone: 601.450.6600
Fax: 601.450.6603


QUOTATION

www.CSpire.com/business

Quote #: AAAQ147875

Remittance Address:

C Spire Business
PO Box 748168
Atlanta, GA 30374-8168

Date: 08/22/23

Sales Rep: tleland

Quote To:

CITY OF HATTIESBURG
Robert Friend
200 FORREST STREET

HATTIESBURG MS 39401

Phone: (601) 545-4561

Here is the quote you requested.

Ship To:

CITY OF HATTIESBURG
Robert Friend
200 FORREST STREET

HATTIESBURG MS 39401

Qty	Part #	Description	Unit Price	Ext. Price
1	Professional Services	Professional Services Flat Fee Project - Scope of Work attached to Bid	\$20,000.00	\$20,000.00
		SubTotal		\$20,000.00
		Rack and UPS Gear		
7	STARTECH.COM & SHELF-1U-12-FIXED-V	StarTech.com 1U Vented Server Rack Cabinet Shelf - Fixed 12" Deep Cantilever Rackmount Tray for 19" Data/AV/Network Enclosure w/ Cage Nuts - 1U 19in vented server rack cabinet shelf/rackmount cantilever tray 12in deep - Universal fit in existing EIA/ECA-310 data/network racks - w/mounting hardware - Easy to install - Durable SPCC commercial cold-rolled steel 55lb weight cap.	\$50.19	\$351.33
7	V7 RACKS & RMWC9UV450-1N	V7 9U Rack/Wall Mount Vented Enclosure - For LAN Switch, Patch Panel - 9U Rack Height - Wall Mountable, Floor Standing - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity	\$166.31	\$1,164.17
7	EATON & 5P550R	Eaton 5P UPS 550VA 420W 120V Line-Interactive UPS, 5-15P, 5x 5-15R Outlets, True Sine Wave, Cybersecure Network Card Option, 1U - 1U Rack-mountable - 3 Minute Stand-by - 110 V AC Input - 132 V AC Output - 5 x NEMA 5-15R	\$432.38	\$3,026.66
		SubTotal		\$4,542.16
		Switches and APs		
7	MS130-8P-HW	Meraki MS130-8P Cloud Managed 8GE 120W PoE Switch	\$644.88	\$4,514.16
9	LIC-MS130-CMPT-5Y	Meraki MS130-CMPT Enterprise License and Support, 5 Year	\$113.83	\$1,024.47
2	MS130R-8P-HW	Meraki MS130R-8P Cloud Mgd Ruggedized 8GE 240W PoE Switch	\$1,953.61	\$3,907.22
17	MR86-HW	Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,610.04	\$27,370.68
17	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	\$342.87	\$5,828.79
30	MA-ANT-20	Meraki Dual-band Omni Antennas	\$130.77	\$3,923.10

Qty	Part #	Description	Unit Price	Ext. Price
3	MA-ANT-27	Meraki Dual Band Sector Antenna	\$229.34	\$688.02
9	MA-SFP-1GB-TX	Meraki 1 GbE SFP Copper Module	\$285.41	\$2,568.69
2	MA-PWR-300W-INDADP	Meraki 300W AC Industrial Grade Power Adapter	\$446.11	\$892.22
9	MA-PWR-CORD-US	Meraki AC Power Cord for MX and MS (US Plug)	\$15.59	\$140.31
SubTotal				\$50,857.66
Cabling and Install				
1	Professional Services	Cabling/Wireless Install Quote details attached - CAB052224COH	\$42,425.00	\$42,425.00
SubTotal				\$42,425.00
			Total	\$117,824.82

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC") and the Purchase Terms and Conditions ("PTC") located at <https://www.cspire.com/business>, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, PTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

This Quote is valid for no more than sixty (60) days from the date the Quote was issued. CSB reserves the right to cancel orders arising from pricing or other errors. Taxes, shipping, handling and other fees may apply.

By signing below you acknowledge that you have read, accepted, and agree to be bound by this Agreement.

Customer Signature _____ Date _____

Installation

Quote



201 Summit Parkway
Birmingham, AL 35209

205.278.7226 (P)
205.940.9067 (F)

abourgeois@cspire.com

Submitted To:

Name:	
Company:	City of Hattiesburg
Address:	
City, State Zip	
Phone:	
Fax:	
email:	

Date: 22-May-24
Terms:
FOB Point:
Ship Via:
Contact:
Quote #: CAB052224COH

VISA/MC Accepted

Part Number	Description	Unit Price	Qty	Extended
Wireless Install				
	Labor and material to:			
Tatum Park	Install, terminate, test and label (5) cat6 cable runs for APs. Mount (5) APs per drawings/pictures. Provide lift as needed.	3,450.00	1	3,450.00
Vernon Dahmer	Install, terminate, test and label (2) cat6 cable runs for APs. Mount (2) APs per drawings/pictures. Provide lift as needed.	1,600.00	1	1,600.00
Chain Park	Provide and install (4) NEMA rated enclosures on poles marked on drawings/pictures - one demarc pole and three AP poles. Bore and place conduit from demarc pole to pole #2 and from pole #2 to each remaining poles, #1 & #3. Install, terminate, test and label 6 strand OM3 fiber from demarc pole to pole #2. Install, terminate, test and label (1) cat6 cable from pole #2 to poles #1 and #3 and (1) cat6 cable up pole #2. Mount APs on poles #1, #2 & #3. Provide lift as needed.	29,450.00	1	29,450.00
Duncan Lake	Provide and install (1) NEMA rated enclosure on pole as marked on drawing/picture. Install, terminate, test and label (1) cat6 cable up pole. Mount (1) APs on pole. Provide lift as needed.	2,025.00	1	2,025.00
Dewitt Sullivan	Install, terminate, test and label (1) cat6 cable run for AP. Mount (1) AP per drawing/picture. Provide lift as needed.	1,075.00	1	1,075.00
CE Roy	Install, terminate, test and label (2) cat6 cable runs for APs. Mount (2) APs per drawings/pictures.	1,600.00	1	1,600.00

Quote

	Provide lift as needed.			
Boxing Club & Gym	Install, terminate, test and label (1) cat6 cable run for AP. Mount (1) AP per drawing/picture. Provide lift as needed.	1,075.00	1	1,075.00
Eastside	Install, terminate, test and label (1) cat6 cable run for AP. Mount (1) AP per drawing/picture. Provide lift as needed.	1,075.00	1	1,075.00
9th Street Park	Install, terminate, test and label (1) cat6 cable run for AP. Mount (1) AP per drawing/picture. Provide lift as needed.	1,075.00	1	1,075.00
Assumptions				
APs and switches are not included on this quote, only labor to install. Power as needed to be provided by others.				
TOTAL:				\$42,425.00

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC") located at <https://www.cspire.com/cms/business/resources/agreements-policies/>, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

By signing below, you acknowledge that you have read, accepted, and agree to be bound by this Agreement.

Notes:

- Prices quoted are based upon pricing provided by our distributors, and are subject to change. Prices quoted are for budgetary purposes, and will be finalized upon placement of the order.

Approved By: _____

Date: _____

C Spire
Approval: Ashley Bourgeois

ATTACHMENT: PROJECT UNDERSTANDING

C Spire Business has read and understands the City of Hattiesburg is looking for a vendor to provide professional services to install Public WiFi services at the City of Hattiesburg locations listed in the RFP.

ATTACHMENT: STATEMENT OF QUALIFICATIONS

C Spire is proud to partner with and gain top certifications from the leading names in business IT solutions and our team of engineers holds specialized certifications with vendors such as Cisco, Dell, and Microsoft. C Spire engineers have over 160 certifications in 65 specialty areas. High-level certifications for our engineers mean next-level knowledge for your organization. That's why we're proud to partner with and gain top certifications from the leading names in business IT solutions.

For a look at the range of certifications we hold at C Spire Business:

<https://www.cspire.com/web/business/engineering-certifications>

We anticipate assigning the following personnel to the project. Their biographies are attached. Should additional personnel be assigned to the project in the future, C Spire will ensure that they have the appropriate qualifications and training.

SALES

Name	Jeremy Luke
Title	C Spire Business Account Manager
Total Years of Experience	21 years
Years in Current Role	7 years
Description of Current Duties	At C Spire, we value relationships with our customers. I am the initial point of contact for all customer needs. I work hand and hand with Government clients to evaluate needs and propose solutions. I also stay engaged during implementation and after completion.

ENGINEERING

Joel Evans
C Spire Business Solutions Architect

Joel Evans is a highly experienced Solutions Architect with over 25 years of expertise in Cisco data center technologies, routing and switching, voice over IP, wireless networking, and security utilizing Cisco ASA firewalls.

Joel received his Bachelor of Science in Computer Science from the University of Southern Mississippi and has since attained multiple Cisco certifications including CCNA, CCNP, CCIE Written, and CMNA.

Currently, Joel is employed at C Spire where he has been serving as a Solutions Architect since 2006. In this role, he has been responsible for designing and implementing complex enterprise network solutions, providing technical guidance and support to internal and external clients, and ensuring the delivery of high-quality services.

With his extensive knowledge and experience in the field, Joel has established himself as a valuable asset to any team he works with. His exceptional communication skills, dedication to customer satisfaction, and attention to detail make him a true professional in the industry.

ATTACHMENT: REFERENCES

C Spire is passionate about ensuring best-in-class customer experiences. In fact, it is even embedded in the company name— ‘customer-inspired’! We are a full-service technology company that provides hardware & software resale, business internet, managed services, cloud, VoIP, wholesale, wireless and home services.

With over 1,900 employees, C Spire is the first ever to combine advanced connectivity with cloud, software, hardware, communications, and professional services to create a single, seamless, managed IT service fabric.

Our aim has always been to provide customers of any size with the technology they need to succeed. We bring together a team of specialized IT experts who work with customers to deliver a wide range of solutions based on a business’s goals and challenges. C Spire Business has office locations across Mississippi. We don’t just serve your community — we’re part of it.

REFERENCE

Customer	Alabama State Parks
Address	64 North Union St suite 468 Montgomery, AL 36130
Contact	Chris Powell
Title	Network Analyst
Email	chris.powell@dcnr.alabama.gov
Phone Number	334.353.0278
Services Provided	Wi Fi network for Alabama parks; Professional services

ATTACHMENT: PROJECT APPROACH

C Spire’s goal is to be the best IT service provider in our footprint by providing top tier solutions, customer-inspired support, and being easy to do business with. Our customer inspired approach means that no matter where an organization is on its IT journey, we partner with them to empower growth and business success and provide our clients with higher quality IT, premium service, and local support.

C Spire has experience working with State and Local governments across the Southeast. C Spire has been awarded several state contracts and is providing IT technology services to the State of Mississippi since 2007, supporting various initiatives at the State. C Spire provides IT technology services to the State of Mississippi with wireless services, Raw Internet, Hosted VoIP, MissiON/ Mississippi Optical Network (fiber network), Long Distance, Colocation and Cloud Services.

The C Spire Sales and Engineering team understand that the City of Hattiesburg is requesting a proposal to provide professional services to install Public WiFi services for eight locations within the City of Hattiesburg.

ATTACHMENT: SCOPE OF WORK



Project: Public Parks Wireless Deployments

Customer: CITY OF HATTIESBURG

Presented by C Spire Business

Account Manager:
Jeremy Luke

Engineer:
Joel Evans
jevans@cspire.com

The data and other information contain in this proposal shall not be disclosed to any party outside of CITY OF HATTIESBURG offices and C Spire Business herein referred to as CSB, and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal. CITY OF HATTIESBURG herein referred to as Customer. Furthermore, Customer may only copy, fax, or reveal the contents of this document as it pertains to an evaluation committee considering this proposal. Provided that if a contract is awarded to CSB as a result of or in connection with the submission of this proposal, Customer shall have the right to duplicate, use or disclose the data to the extent provided by the contract. This restriction does not limit the right of Customer to use information contained herein if the data is obtained from another source without restriction.

SOW Generated on August 22, 2023, Version 1

Customer Contact Information

Customer Name	CITY OF HATTIESBURG
Project Name	Public Parks Wireless Deployments
Customer Contact	Robert Friend
Customer Contact Email	rfriend@hattiesburgms.com

Executive Summary

Meraki Outdoor Wireless and Switch deployment for public usage at 8 public parks across the city.

Scope of Work

The following sections define the scope of this work effort. Only the items detailed here will be considered in SCOPE to this project. Any other tasks, activities, services, or work products which may be requested by Customer throughout this engagement will be considered OUT OF SCOPE and may require additional costs or fees, changes of project schedule, or a project change order.

In Scope Activities by Phase

In-Scope tasks from this project are outlined below, organized by Phase:

Implement Phase

Meraki Wireless Public Access Deployment for 8 Parks

- -Install and configure (6) MS120 Switches & (2) MS210 Switches
- -Install and configure 16 MR Series AP's
- - Setup Vendor and Public Access SSID's
- - Configure Rate Limiting per SSID based on client's request
- - Setup splash page login with re-direct
- - Integrate Cisco Umbrella URL filtering with Meraki to block inappropriate material
- - Setup isolated networks to prevent internal access or client to client communication

Exclusions

C Spire is responsible to perform only the Services described in this Statement of Work Agreement. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of scope. All services requested outside of this SOW as detailed above will require a "Change Order" before any services are performed. "Change Order" must be agreed upon by all parties and signed. Specific examples from this project may be listed below.

- No remediations to be include in this statement of work
- Cabling/wiring to support any device in any location (i.e. CAT5e drops)
- Configuration of Customer PCs or printers to connect to the network
- Customer Installations of software or hardware other than those described in this document
- Installation or configuration of any hardware or software not defined in this document
- Configuration of any existing network or server equipment or software not defined in this document
- Troubleshooting software bugs
- Configuration of any device not included in this project 's in-scope language
- Troubleshooting issues with any device not defined in this document
- Any item not specifically listed in this document

Customer Responsibilities

Customer responsibilities for this project are:

- Customer is responsible to provide CSB reasonable access (including remote access) to all facilities and equipment as needed to perform the engagement and accomplish the stated objectives.
- Customer is responsible to provide CSB complete and accurate documentation of Customer systems and policies as requested throughout the engagement, so long as such requests comply with Customer stated security policies.
- Customer is fully responsible to maintain any and all needed backups of company information, data, and system states throughout the entire engagement. CSB will make every effort to avoid the possibility of data loss.

but CSB is not responsible for any data loss that may occur during this engagement.

CSB Responsibilities

Customer responsibilities for this project are:

- CSB is responsible to make any requests for information or systems access in a reasonably timely fashion, so as not to cause project delays or missed deadlines.
- CSB is responsible to make any requests for information or systems access in a way that complies with stated Customer security policies.
- CSB is responsible to provide a project timeline (upon request) and reasonable justification for any missed deadlines or project delays.
- CSB is responsible to provide responses to any reasonable inquiries regarding project status and progress (upon request) throughout the engagement.
- CSB is responsible to perform the activities and provide the deliverables herein

Assumptions and Dependencies

The following assumptions and dependencies are being considered with regard to this project:

- All work will be performed during normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed to in advance.

Risks

The following risks have been identified for the implementation of this project:

- Failure or delays in providing accurate network configurations, diagrams, or site information could alter the timeline of this project and result in additional fees.
- Shipping delays for equipment or software could delay this project and result in additional fees.
- CSB will leverage test window time efficiently, however, if work efforts exceed the provided test window, troubleshooting will either exceed the

allotted time or a new test window to continue efforts will be scheduled at Customer's discretion.
No additional risks have been identified to address.

Deliverables

C Spire has completed its responsibilities to this Statement of Work when the following deliverables are complete:

- Meraki Wireless Public Access Deployment
 - -Install and configure (6) MS120 & (2) MS210 Switches
 - -Install and configure 16 MR Series AP's
 - - Setup Vendor and Public Access SSID's
 - - Configure Rate Limiting per SSID based on client's request
 - - Setup splash page login with re-direct
 - - Integrate Cisco Umbrella URL filtering with Meraki to block inappropriate material
 - - Setup isolated networks to prevent internal access or client to client communication

Services Pricing

The following billing terms will be in effect for this project:

Services Pricing	Amount
Upon completion of Project	\$20,000.00
Total	\$20,000.00

Billing Terms

- Should the project experience delays that are outside of CSB' control, Customer agrees that payment terms can be adjusted to one that includes Progress Payments, allowing CSB to invoice the percentage of the work completed at the time the project delay becomes known.

Change Management

Any and all changes to this scope of work as well as any additional tasks CSB is asked to perform will be performed only at Customer's written request. These items will be performed either on an hourly basis or as a separate fixed cost project. The determination for the cost and billing method will be determined before any work is performed. No work will be performed outside of the scope of work defined above without prior written consent of Customer.

Project Completion

This project will be complete when all expected deliverables have been received by Customer, as acknowledged and agreed to by the parties through a Project Completion form, in accordance with the procedures set forth in this paragraph. At the completion of the project, CSB will provide Customer with a Project Completion form. Customer will have 7 calendar days from the date of the receipt of the Project Completion form either (i) to accept it by signing and returning to CSB, or (ii) to articulate its objections in writing to CSB. If Customer does not provide CSB with written acceptance or objection(s) within such 7-calendar day period, Customer will be deemed to have ACCEPTED the project and all associated deliverables without any further action by either party.

Additional Terms

These additional terms and conditions apply to this contract:

No additional terms have been added to this agreement.

Acceptance

I, the undersigned, have read and agree to the terms of this Statement of Work. I am an authorized representative of my organization, and I agree that once mutually signed all pages of this Statement of Work will have full force and effect for execution by all parties. Customer agrees to the terms and conditions set forth herein and those outlined in the Master Terms and Conditions and Purchase Terms and Conditions as referenced here:
<https://www.cspire.com/cms/business/agreements>.

Accepted by:

By: CITY OF HATTIESBURG

Name:

Title:

Date:

By: C Spire Representative

Name:

Title:

Date:

Cabling

Addendum

C Spire looks forward to working with the City of Hattiesburg and it's public Wi-Fi project to provide reliable internet access to residents and visitors of these local parks. For locations at Chain Park and Duncan Lake, it has been discussed with our engineering teams that we would like to take more time to further analyze what will be needed at both sites to provide the best possible solution. Both sites do not currently have a building to place network gear inside so they will require custom built weatherproof boxes to house the network gear and provide a demarcation point for the fiber internet. We have included the cost for the switches, access points and firewall that will be installed at these sites for your reference but have not included any pricing for box, cabling or mounting of the gear. With your approval, our teams will be coordinating further to provide a detailed cost and scope of work for these two sites for your consideration. Thank you again for the opportunity and we look forward to expanding the partnership between C Spire Business and the City of Hattiesburg.

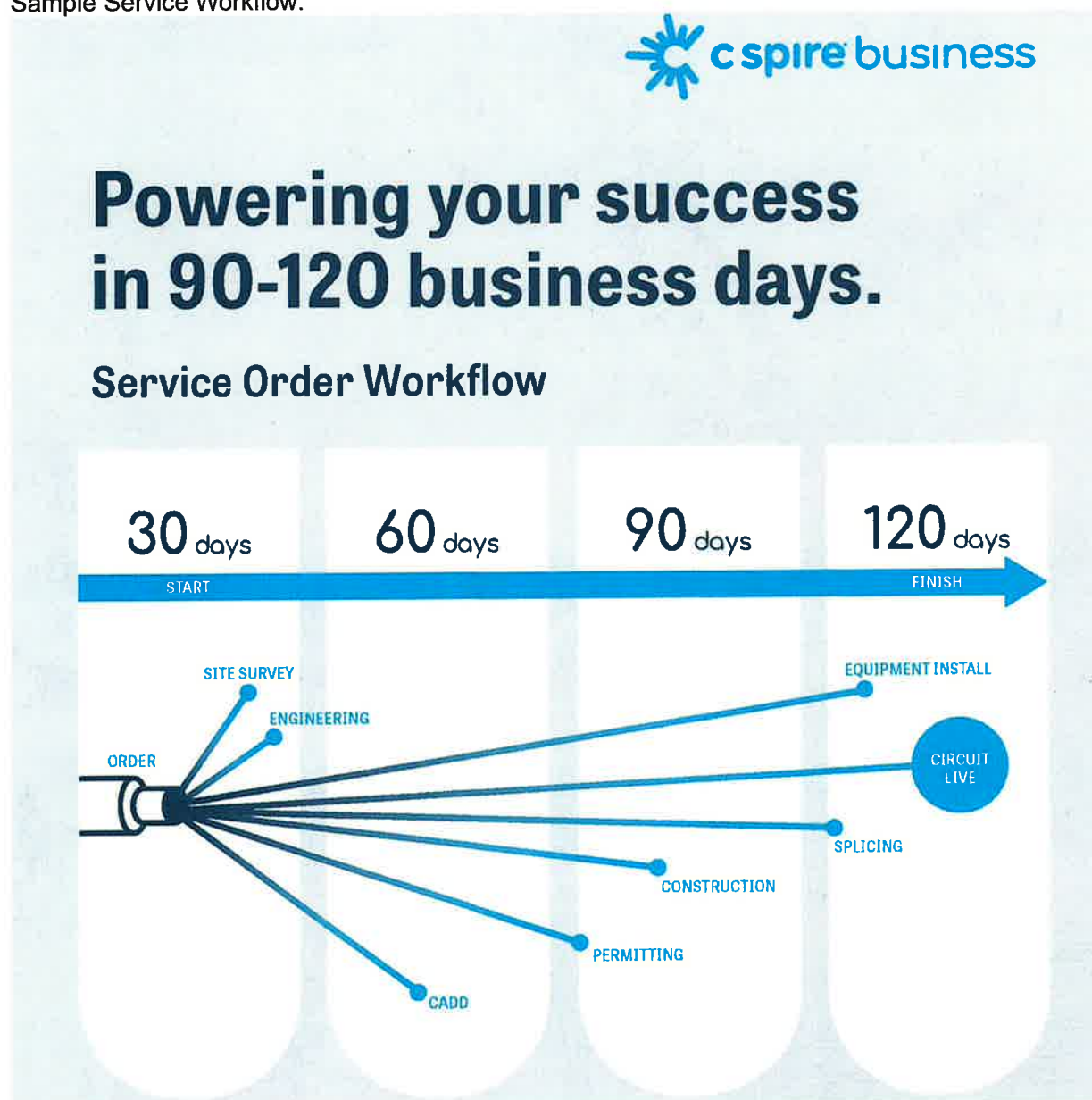
ATTACHMENT: PROPOSED DELIVERABLES

Please see Attachment: Proposed Pricing

ATTACHMENT: PROPOSED TIMELINE

C Spire understands this project is funded by federal monies. C Spire will work with the City of Hattiesburg to determine a final schedule. Build times will vary based on receipt of order and distance of fiber along with possible permits that will be needed to complete the builds. C Spire will make commercially reasonable efforts to meet the deadline.

Sample Service Workflow:



ATTACHMENT: DBE STATUS

C Spire is not a Disadvantaged Business Enterprise and does not plan on utilizing any subcontractors for this RFP response.

ATTACHMENT: MASTER SLA



MASTER SERVICE LEVEL AGREEMENT

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MASTER SERVICE LEVEL AGREEMENT

This Master Service Level Agreement ("MSLA") sets forth certain of the terms and conditions under which TekLinks, Inc. dba C Spire Business ("CSB") will supply certain services (the "Services") to the customer ("Customer") named on the services quote, statement of work or purchase order (each, an "Order"). The Services will be governed by the applicable service level agreement(s) incorporated into the Order (each, an "SLA"), the MSLA and the Master Terms and Conditions ("Master Terms") that are incorporated into every Order. With respect to each Service, the applicable Order, the related Service Level Agreement, the Master Terms, this MSLA, and any other writing that by its terms is intended to be made a part of any such Order shall collectively constitute an independent and separate contract between the parties for such Services (and shall be referred to separately as an "Agreement"). In the event of a conflict between or among the terms of the components of an Agreement, the following order of precedence shall control: an Agreement Addendum, the applicable SLA, the MSLA, the Purchase Terms and Conditions, the Master Terms, the Order and any other document made a part of the Agreement. The duration of the Initial Term of any Agreement will be set forth in the Order. The service level agreements included in the applicable SLA and in this MSLA are collectively referred to herein as the "SLAs."

1. DEFINED TERMS

Certain terms used in this MSLA are defined in Section 7, Definitions. Capitalized terms used in this MSLA without being defined herein have the respective meanings set forth in the Master Terms.

2. SERVICE COMMITMENT

CSB is committed to providing Services to Customer at a level of excellence consistent with the best practices within CSB's industry. Service uptime and availability are of the highest importance to CSB and the SLAs reflect CSB's performance and Services goals.

3. SERVICE DELIVERY

A. GENERAL

The SLA for each Service will explain the specifics of how that Service will be delivered and will set forth the terms and conditions and any specific service level agreement goals that will apply to such Service. It is Customer's responsibility to ensure that all Users' computers are able to connect to the applicable Service and are configured properly. This includes but is not limited to ethernet switches, ethernet cabling, workstations, servers, and Operating Systems.

MASTER SERVICE LEVEL AGREEMENT

B. INSTALLATION

Upon receipt of the signed Order, CSB will contact Customer and coordinate the installation of the Service. If additional configuration work is required due to limitations of the Customer System or other server/application requirements, CSB will promptly advise Customer of the anticipated additional expenses for such additional work. Customer will be responsible for all such additional expenses as are mutually agreed in writing by the parties. Customer shall be responsible for any travel expenses reasonably incurred by CSB in the course of providing onsite installation services.

C. SERVICE UPGRADES & MODIFICATIONS

Unless otherwise provided in the applicable SLA, CSB may replace or upgrade any Service upon thirty (30) days' prior written notice to Customer, provided that no such upgrade will diminish or limit any of the SLAs applicable to such Service prior to such upgrade. CSB shall implement each such upgrade during a Maintenance Window or pursuant to a timeline mutually agreed by the parties.

D. LIMITATIONS

Customer agrees that CSB is not responsible for any unauthorized access or modification of Customer's data while in electronic transmission to or from the CSB Data Centers. Customer also agrees that CSB is not responsible or liable for any content sent using, or received from, any CSB Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third-party intellectual property right.

4. SERVICE SUPPORT

A. AUTHORIZED CONTACTS

CSB will accept requests for configuration information or changes in Services only from Customer's Primary Technical Contact and may do so via email or phone. Customer is responsible for ensuring that the contact information for its Primary Technical Contact and any other Authorized Contact is current and accurate.

MASTER SERVICE LEVEL AGREEMENT

B. SUPPORT/HELPDESK

CSB staffs multiple support teams to ensure that the services purchased are available and perform as represented and contracted. In order to provide customer support in a consistent, professional, and efficient manner, we offer the following specific teams and contact points:

- **C Spire Business Customers**
 - o 855-CSPIRE2 (855-277-4732) – Available 24/7/365
 - o EnterpriseSupport@cspire.com
 - **Former TekLinks Customers**
 - o 877-800-8898 – Available M-F 6:00 AM CST to 6:00 PM CST.
 - o Support during non-standard business hours is provided by our 24/7 On Call team.
 - o CSB-Support@cspire.com – Contact our support team via email for service related issues and/or service changes and additions.
 - **Former Guidant Partners Customers**
 - o 615-277-3345 – Available M-F 6:00 AM to 6:00 PM CST.
 - o Support during non-standard business hours is provided by our 24/7 On Call team.
 - o CompietelT@cspire.com – Contact our support team via email for service related issues and/or service changes and additions.
- 1) **Communications Between Customer and CSB Technical Support:** CSB Technical Support will accept phone calls and email messages (each, a "Support Call") from any Customer representative reporting trouble or an outage of any Service or any related hardware or software Managed by CSB (each, an "Incident"). CSB will open a trouble ticket for each Incident described in each Support Call (a "Trouble Ticket") and will record on such Trouble Ticket the Incident Priority, each step undertaken, and each communication attempted or completed in furtherance of the resolution of the Incident. CSB will categorize each Incident by Impact and Priority and will assign to each Incident an Incident Priority.

"Incident Priorities" are assigned based on the Impact and Priority rating derived directly from Customer input. The following Incident Priorities correspond to the following response levels: 1 – Emergency Response; 2 – Urgent Response; and 3 – Normal Response.

		Impact		
		HIGH	MEDIUM	LOW
Priority	EMERGENCY	1	2	3
	URGENT	2	3	3
	NORMAL	3	3	3
	LOW	4	4	4

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If CSB Technical Support reasonably determines that its response to a Support Call from a Customer representative other than Customer's Primary Technical Contact may cause a material disruption or change to the Service, CSB may delay such response until it can verify or confirm the Incident with Customer's Primary Technical Contact. CSB Technical Support will accept requests for changes to, or technical information about, a Service from Customer's Primary Technical Contact only. CSB will not be required to perform any activity requested by Customer that CSB believes in good faith may have a material adverse effect on or materially changes any CSB Service or systems. Support Calls initiated by other than an Authorized Contact will not be subject to SLA response times or remedies unless and until confirmed by Customer's Primary Technical Contact.

CSB will send Customer a notice of Incident resolution and will close the Trouble Ticket unless Customer objects to such closure within one (1) business day after receipt of the notice. All communications between Customer and CSB Technical Support will be in the English language.

- 2) **Support Desk:** CSB will staff the Support Desk with live technicians to receive and respond to Support Calls. CSB technicians will respond promptly to Support Calls, open and update Trouble Tickets as appropriate, and attempt to resolve the Incident by phone or online troubleshooting using Remote Support where possible. Support Desk technicians will be accessible at the email addresses listed above in section 4.B.
- 3) **Remote Support:** CSB will make Remote Support for CSB Services available at no additional charge during Support Desk Hours. Whenever possible, CSB Technical Support technicians will use Remote Support to resolve Incidents. Remote Support requires connectivity to the Device and may require a web browser.
- 4) **After-Hours Support for Former TekLinks and Former Guidant Customers:** Outside Support Desk Hours, and so long as Remote Support is possible and feasible, CSB will make After-Hours Support available at no additional charge for receiving and responding to Support Calls with Incident Priorities of Urgent Response and Emergency Response only. If After-Hours Support is requested for Normal Response Incidents, CSB reserves the right to bill Customer for such After-Hours Support at its then current hourly rate for CSB Technical Support, chargeable in six (6)-minute increments, plus reasonable out-of-pocket expenses. Some requests may not be feasibly addressed after hours even with approval of hourly billing.
- 5) **Escalation to Hands-On Field Support:** If CSB Technical Support determines in its sole discretion that Remote Support is not possible or feasible for a reported Incident, including, without limitation, the occurrence of some event or circumstance that requires the repair, modification, or replacement of any Customer Equipment located at Customer's premises that is Managed by CSB for Services, CSB Technical Support will classify the Incident as a Hands-On Field Support Incident. CSB technicians will notify the Customer's Primary Technical Contact promptly upon making a determination that an Incident will be classified as a Hands-On Field Support Incident (an "Escalation Notice"). Upon the Customer's Primary Technical Contact's receipt of an Escalation Notice, Customer will have the right to request that all further troubleshooting or work on the Incident be halted and that the Trouble Ticket be closed, without charge (or further charge) to Customer (a "Ticket Cancellation"). If Customer does not notify CSB of a Ticket Cancellation, Customer assumes all responsibility for the costs of escalation of the Support Call to Hands-On Field Support Incident status.
- 6) **Hands-On Field Support:** CSB will use all commercially reasonable efforts to provide Hands-On Field Support twenty-four (24) hours per day; seven (7) days per week; three hundred sixty-five days (365) days per year. The parties agree that all (a) engineering

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design services; (b) carrier technologies (MPLS, VPLS, AtoM); and (c) Customer Equipment replacement, repair, or upgrade will be performed as Hands-On Field Support. Notwithstanding the foregoing, however, during any warranty period for Customer Equipment, any repair (whether onsite at Customer's premises or otherwise) is the responsibility of the manufacturer, and Customer will arrange for warranty support directly with the manufacturer unless the Customer Equipment is Managed by CSB. If requested by Customer during a warranty period, however, even if it is not Managed by CSB, CSB may assign a Field Engineer to provide Hands-On Field Support, including arranging with the manufacturer for warranty support and testing the Customer Equipment once support has been provided.

CSB makes no warranty of response time for incidents requiring Hands-On Field Support but will use all commercially reasonable efforts to provide a qualified Field Engineer for such purpose in a timely manner. Each Hands-On Field Support Incident shall include a minimum charge of one (1) hour of CSB time and thereafter shall be chargeable to Customer in six (6)-minute increments. Unless expressly set forth to the contrary in an SLA for a Service, no free Hands-On Field Support is included with any Service. Hands-On Field Support is available at hourly, block, or emergency rates.

Unless a block or emergency rate is separately agreed upon in the Order, Customer agrees to pay for Hands-On Field Support at CSB's current hourly rate for CSB Technical Support chargeable in six (6)-minute increments. Customer acknowledges and agrees that, in the event the resolution of an Incident requires Hands-On Field Support, Customer will be responsible for on-site cooperative testing with CSB Technical Support to assist in the diagnosis and correction of such Incident.

Except as expressly set forth in the Master Terms, Hands-On Field Support services do not include any warranty or representation with respect to support, and CSB expressly disclaims any warranties related to hardware replacement, software replacement, programming assistance, project management, additional product features, or other components of Hands-On Field Support services.

C. CONFIGURATION CHANGES

If expressly provided in the applicable SLA or Order, CSB will provide Configuration Change Services as described in this Section. "Configuration Changes" include, without limitation: (a) Internet protocol (IP) changes (e.g., routing, renumbering); (b) ACL modifications; and (c) account administration as reasonably necessary to support the optimal functionality of the Services. If CSB determines that a Configuration Change should be performed as a Hands-On Field Service for which Customer will incur additional charges, CSB will not implement such Configuration Change unless CSB first provides a verbal or written estimate of the cost associated with such work. Any dispute between CSB and Customer regarding whether a Configuration Change will be allowed as part of the Service Fees or will be performed as a Hands-On Field Service for which Customer will incur additional charges will be resolved in accordance with the dispute resolution provisions of the Master Terms. Configuration Changes do not include engineering design services, carrier technologies (MPLS, VPLS, AtoM), or Equipment replacements or upgrades, which will always incur additional charges. Configuration Changes are available only on Managed Devices located in a CSB facility or CSB Equipment deployed at Customer's premises that is Managed by CSB. CSB has the sole right to determine whether or not to implement any Configuration Change requested by Customer.

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D. MAINTENANCE

- 1) **Scheduled Maintenance:** CSB will use its best efforts to perform all Maintenance within the weekly "Maintenance Window" that commences on Thursday at 9:00 P.M. and ends on Friday at 5:00 A.M. "Scheduled Maintenance" means any Maintenance or change performed or to be performed during a Maintenance Window. Scheduled Maintenance also includes any Maintenance to be performed by CSB at Customer's request, whether or not performed during a Maintenance Window. Customer understands and agrees that during the performance of Scheduled Maintenance, restore operations and Backup operations will not be available. With respect to all planned major changes that could cause disruptions in any Services, not less than 14 days in advance of the applicable Maintenance Window, CSB will: (1) provide notice of such changes to Customer by email; and (2) post notice of such changes to the online CSB Maintenance Calendar located at <https://www.cspire.com/business>. Except as expressly provided in this Section, CSB will not be required to provide Customer with any notice of Scheduled Maintenance to be performed during a Maintenance Window. SLAs will not apply during any Scheduled Maintenance.
- 2) **Emergency Maintenance:** CSB may perform Maintenance at times other than during a Maintenance Window or such time as is requested by Customer if, but only if, CSB has first determined in its commercially reasonable judgment that, in order to prevent a Material Adverse Effect, it would be unreasonable to defer or delay such Maintenance until the next regularly scheduled Maintenance Window ("Emergency Maintenance"). If feasible under the circumstances, CSB will use commercially reasonable efforts to provide Customer with twenty-four (24) hours' prior written notice of the performance of Emergency Maintenance. SLAs will apply during any Emergency Maintenance.
- 3) **Service Outages; Notices:** CSB will notify Customer's Primary Technical Contact by email or phone not less than fifteen (15) minutes after the start of a Service Outage. Customer may designate one (1) additional Authorized Contact to receive phone and email notices of Service Outages. In providing any notices contemplated by this Section, CSB may rely on the latest contact information in its records for Customer's Primary Technical Contact or other Authorized Contact until such time as CSB has actually received updated contact information from Customer in writing. CSB is not responsible for its inability to provide notice if Customer has failed to provide current contact information.

E. SUPPORT LIMITATIONS

CSB Technical Support will not be responsible for end user support of issues not directly related to a CSB Service. This includes (but is not limited to) Customer systems, Customer equipment (unless Managed by CSB), Customer application support, and requests for assistance related to Customer sales or presales activities, such as completing RFPs.

5. EQUIPMENT

A. GENERAL

Customer may purchase or lease from CSB Equipment necessary to utilize the Services. Any such purchase or lease will be set forth in an Order.

MASTER SERVICE LEVEL AGREEMENT

B. EQUIPMENT REQUIREMENTS

- 1) **Required Equipment and Compatible Equipment:** CSB will identify the specific Equipment required for use with each Service in the respective Order (the "Required CE"). CSB will provide Customer a list of Equipment for purchase or lease that is compatible with the Required CE, provided that CSB may modify such list of compatible Equipment at any time. CSB agrees that it will support all Required CE acquired by Customer and included on its list of compatible Equipment in accordance with this MSLA ("Supported Equipment") and the Equipment Order.
- 2) **End-of-Sale Equipment:** CSB reserves the right to classify previously Supported Equipment as "End-of-Sale." When CSB has classified previously Supported Equipment as End-of-Sale Equipment, CSB will no longer sell or lease such Equipment to Customer even if Customer previously purchased identical previously Supported Equipment. CSB will fully support End-of-Sale Equipment for not less than twelve (12) months following its classification as End-of-Sale Equipment.
- 3) **End-of-Life Equipment:** CSB reserves the right to reclassify any End-of-Sale Equipment as End-of-Life Equipment at any time following twelve (12) months after such Equipment had been first classified as End-of-Sale Equipment. When CSB has reclassified End-of-Sale Equipment as End-of-Life Equipment, CSB will no longer sell, lease, or support such Equipment. CSB will give Customer not less than sixty (60) days' prior written notice of its intent to reclassify any Equipment as End-of-Life Equipment. If Customer has Equipment that has been classified as End-of-Life Equipment CSB reserves the right to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. CSB does not relinquish this right even if Equipment was sold to Customer by CSB.

C. EQUIPMENT CONFIGURATION

Customer is responsible for all Customer Equipment configuration changes requested or implemented by Customer and not specifically outlined in this MSLA, any Order, or any SLA. Customer is responsible for any Customer Equipment modifications necessary to accommodate a Service.

D. EQUIPMENT FAILURE/HARDWARE REPLACEMENT

Unless a Vendor's warranty applies or Customer has purchased for Customer Equipment a warranty, extended warranty, or other similar arrangement from CSB, Customer is responsible for and will cover the cost of any failure of Customer Equipment. No such failure of Customer Equipment will excuse Customer's performance under any SLA or Order.

CSB is responsible for and will cover the cost of the maintenance or replacement of its Back-End Infrastructure hardware and components. In the event of a failure of such hardware or hardware components, CSB will provide replacements from CSB's inventory, if available. If replacement hardware is not available in CSB's inventory, CSB will arrange for replacements from the Vendor and CSB will not be excused from any failure to meet SLAs by which CSB is bound.

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6. SERVICE LEVEL AGREEMENTS

A. GENERAL

The Services will be subject to the SLA Goals set forth in this Section, and Customer may be entitled to credits ("SLA Credits") if CSB fails to meet the applicable SLA Goals. CSB understands and agrees that Customer's losses incurred as a result of CSB's noncompliance with certain SLA Goals would be difficult or impossible to calculate. Accordingly, the parties agree that the SLA Credits are a reasonable estimate of damages for any such noncompliance and not a penalty. Customer must at all times cooperate with CSB in testing, determining, and verifying that a qualifying Service Outage or a deterioration or degradation of Services has occurred. CSB will initially determine, in its commercially reasonable discretion, whether a Service Outage has occurred and an SLA Credit is due to Customer. Any dispute between CSB and Customer regarding whether a Service Outage has occurred or whether an SLA Credit is due to Customer will be resolved in accordance with the dispute resolution provisions of the Master Terms.

B. SLA CREDIT REQUEST PROCESS AND LIMITATIONS

In order to receive SLA Credits, Customer's Primary Technical Contact must immediately notify CSB Technical Support of an Incident with a CSB Service that results in a Service Outage or the interruption, deficiency, degradation, delay of, or other inability of Customer to access the Service (collectively, a "Service Degradation"). A Service Outage or Service Degradation does not include Customer's inability to access such Service for any period during which Scheduled Maintenance is being performed.

CSB Technical Support will open a Trouble Ticket, investigate the Incident and inform Customer whether the Incident is a Service Outage or Service Degradation for which Customer may be entitled to a SLA Credit. Customer may submit a written request to CSB Technical Support not later than thirty (30) days following receipt of such notice to issue the SLA Credit. The appropriate SLA Credits to be reflected on Customer's bill for the Service within the next two (2) succeeding billing cycles.

In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and Network Performance Parameters (NPP) Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service. For purposes of calculating SLA Credits under this Section, the "Monthly Service Fee" will mean the monthly recurring charge for such Service as reflected on Customer's monthly invoice from CSB, excluding, in all cases: (a) all one-time charges; and (b) the monthly recurring charge attributable to CSB Equipment for such Service. SLA Credits are exclusive of any applicable Taxes charged to the Customer or collected by CSB.

C. GLOBAL SLA EXCLUSIONS

SLA Goals will not apply with respect to, and CSB will not be responsible for failure to meet, an SLA Goal resulting from the following:

- 1) Misconduct of Customer or the Users of a Service;
- 2) Failure or deficient performance of electrical power, Customer Equipment, or services or systems not provided by CSB;
- 3) Delay solely caused or requested by Customer;

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- 4) Service Outages or Service Degradations due to any access lines, cabling, or equipment provided by third parties not under CSB's control;
- 5) Service Outages or Service Degradations during any period in which CSB or its representatives are not afforded access to Customer premises where access lines associated with Service are terminated or CSB Equipment is located;
- 6) Service Outages or Service Degradations during any period when a hardware component required for a Service is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer Order, or by Customer's staff;
- 7) Contrary to CSB's recommendation, Customer's election not to release a hardware component required for a Service for testing or repair and, instead, to continue using the hardware component;
- 8) Force Majeure Events as described in the Master Terms;
- 9) Customer's failure to provide a suitable secure environment for Customer Equipment required for a Service, including, but not limited to, secure mounting and racking and appropriate cooling and air handling;
- 10) Service Outages or Service Degradations caused by Customer Equipment, configuration, routing event, or technology not Managed by CSB; and
- 11) Customer's failure to adhere to any material CSB-recommended configurations on Customer Equipment not Managed by CSB.

In addition, SLA Credits will not apply: (i) if Customer is entitled to other available credits, compensation, or remedies from CSB under the applicable SLA for the same Service Outage or Service Degradation; (ii) to Service Outages or Service Degradations not reported or confirmed by Customer's Primary Technical Contact to CSB; (iii) where Customer reports a Service Outage or Service Degradation, but CSB after diligent, good faith effort cannot confirm such Service Outage or Service Degradation; and (iv) when (but only to the extent) the Service with respect to which a Service Outage or Service Degradation is reported depends on another Service that subjects CSB to a less onerous SLA Goal.

If Customer elects to use another provider or method to restore Service during the period of a Service Outage or Service Degradation, Customer must pay the charges of such other provider for the alternative Service used.

D. SLA CLASSIFICATIONS AND SLA GOALS

The following Service Availability and Service Performance SLA Goals and SLA Credits are applicable unless an SLA expressly makes them inapplicable to a Service. Other SLA Goals and any applicable SLA Credits tied to such SLA Goals are set forth in each SLA, if applicable.

SERVICE AVAILABILITY SLA GOALS

"Service Availability" SLA Goals will apply only to Service Outages with respect to which a Service is completely unavailable. If CSB Technical Support confirms that the Service is one hundred percent (100%) unavailable, the Service Outage will be categorized as a Service Availability Incident and all SLA Credits and other remedies applicable to Service Availability will apply. Any SLA Credits and remedies not specifically defined as associated with Service Availability will not apply to the applicable Service Availability Incident. Any dispute between CSB and Customer regarding the classification of a Service Outage as a Service Availability

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Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

Goal	Remedy
99.99% availability - 4.32 minutes downtime monthly	Each hour or portion thereof that a Service is unavailable above the SLA Goal qualifies Customer for a credit of five percent (5%) of Monthly Service Fee. In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and NPP Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service.

SERVICE PERFORMANCE SLA GOALS

"Service Performance" SLA Goals will apply to Service Degradations. If CSB Technical Support determines that the Service is available albeit with performance degradation, the Incident will be categorized as a Service Performance Incident and all SLA Credits and other remedies applicable to Service Performance will apply. Any SLA Credits or remedies not specifically defined as Service Performance SLA Goals will not apply to the Incident. Service Performance SLA Credits will not be allowed more than once for any one specific Service Performance Incident. Any dispute between CSB and Customer regarding the classification of a Service Outage as a Service Performance Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

OTHER SLA GOALS

The following SLA Goals, if applicable, and any corresponding SLA Credits, if any, apply whenever a specific SLA Goal specified in an SLA has not been met. Notwithstanding any provision in this MSLA, the Master Terms, or any SLA to the contrary, such SLA Credits may qualify for consideration even when Service Availability or Service Performance SLA Credits are requested against the same Service Outage or Service Degradation.

INITIAL INCIDENT RESPONSE

The "Initial Incident Response" SLA Goal will be measured from the time Customer places a Support Call to CSB Technical Support to the time CSB Technical Support responds with respect to the underlying Incident by either phone or email. Resolution of the Incident will not be considered to be part of this SLA Goal.

Incident Priority	Goal
1: Emergency Response	1 hour
2: Urgent Response	2 hours
3: Normal Response	24 hours

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INCIDENT RESOLUTION / SERVICE REPAIR OBJECTIVE

The "Incident Resolution / Service Repair Objective" SLA Goal will be measured from the time Customer places a Support Call to CSB Technical Support to the time the underlying Incident has been resolved or a suitable workaround is in place to restore the affected Service substantially to its normal performance. The Incident Resolution / Service Repair Objective SLA Goal will be measured on an Incident-by-Incident basis and is stated as the Mean Time to Recovery ("MTTR") of the affected Service.

Incident Priority	Goal
1: Emergency Response	4 hours (6 hours for CSB Equipment located at Customer's premises)
2: Urgent Response	8 hours
3: Normal Response	48 hours

EQUIPMENT REPLACEMENT

The "Equipment Replacement" SLA Goal is measured as the MTTR of the affected Equipment. In the event of a failure of Equipment or components provided by CSB, if any, the MTTR will be determined by the associated Incident Priority assigned by CSB. If replacement Front-End Infrastructure Equipment is not readily available from CSB inventory, MTTR begins at the time CSB takes possession of said replacement Equipment. For Customer Equipment, MTTR starts at such time CSB receives the replacement Equipment from Customer and/or Vendor.

MONITORING

The "Monitoring" SLA Goal is measured from the time a Service Outage is detected by CSB Monitoring systems until such CSB Technical Support reports such Service Outage to Customer by phone or email. The Monitoring SLA Goal will be met when Customer's Primary Technical Contact or other Authorized Contact is notified by phone call or email from CSB Technical Support pursuant to the Notifications Section of this MSLA. Receipt of the notification by Customer or lack of receipt will not be considered to be part of SLA Monitoring Goal.

PROVISIONING

For purpose of any "Provisioning" SLA Goal, the duration of Provisioning with respect to any Service shall commence on the date the relevant Order is signed by Customer and shall end when the Service is fully functional and accessible by Customer.

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7. DEFINITIONS

- **Activation Date** means the earlier of (i) the date on which Service is activated on first newly contracted Customer Equipment by CSB, or (ii) 90 days from the date the Agreement is signed by Customer.
- **Back-End Infrastructure** means the back-end hardware, other Equipment, cabling, rack space, switching/routing/network infrastructure, application software, and operating software running in CSB Data Center that allows it to provide the Services.
- **Backup** means the result of copying or archiving files and folders for the purpose of being able to restore such files and folders in case of data loss occurring, for example, as a result of computer viruses, hardware failures, file corruption, fire, flood, or theft.
- **Data Center** means the physical space within the CSB facility that houses the Back-End Infrastructure used to provide Services.
- **Device** means Customer servers, desktop computers, tablets, smartphones, or other Customer-owned or provided Equipment used by Customer to receive the Services that are under Management by CSB.
- **Equipment** means servers, desktop computers, routers, switches, hardware, and other peripherals and components deployed to provide or enable the Service. Equipment may be owned or leased by CSB ("CSB Equipment") or Customer ("Customer Equipment").
- **Field Engineer** means a CSB engineer who provides CSB Technical Support Services at Customer's premises (as opposed to remotely).
- **Front-End Infrastructure** means front-end, User-side servers, desktop computers, routers, switches, other Equipment, application software, and operating system software deployed to allow Users to access the applicable Service.
- **Hands-On Field Support** means technical support provided by a Field Engineer on site at Customer's premises in response to a request for CSB Technical Support that cannot be handled by Remote Support.
- **Impact** means the effect an Incident is having on Customer, the Customer Organization, or Customer's ability to conduct its normal and customary operations. Impact, for the purpose of obtaining or providing CSB Technical Support, will be measured in three levels: (i) Low – Limited direct impact on major business processes; (ii) Medium – Business is degraded, but there is a workaround acceptable to Customer; and (iii) High – Major business processes are stopped.
- **Incident Priority** means the priority assigned to a Support Call and the underlying Incident.
- **Maintenance** means any planned or emergency activity performed by CSB in connection with an application or installation of fixes, patches, updates, or revisions to any system, Service, Device, or Equipment that is used by CSB to Provide a Service, or the implementation, routine or otherwise, of repairs, corrections, or modifications thereof.
- **Maintenance Window** means the period described in Section 4.D. of this MSLA.
- **Material Adverse Effect** means any material degradation, delay, diminution, or disruption of any Service.
- **Managed (Manage; Managing)** means CSB assumes the responsibility for providing a defined set of services.
- **Monitored (Monitor; Monitoring)** means Services where CSB monitors a Device, server, or service based on alert thresholds agreed upon by CSB and Customer. Customer is responsible for providing a list of what is to be monitored and a list of individuals to whom alerts should be delivered.

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MASTER SERVICE LEVEL AGREEMENT

- **Organization** means a set of Users of a Service defined by Customer. An Organization typically includes every employee of an individual company obtaining a Service.
- **Priority** means the scope of Users affected by an Incident. Priority, for the purpose of obtaining or providing CSB Technical Support, is measured in four levels: (i) Low – A Customer makes an inquiry or asks for help that does not affect other users or their business; (ii) Normal – One User or a small group of Users are affected; (iii) High – A Customer department or a large group of Users is affected; and (iv) Critical – All or substantially all Users are affected.
- **Provision (Provisioning)** means the process by which CSB obtains goods, equipment, and services necessary for CSB to provide a Service to Customer.
- **Service Level Agreement** means a written agreement between CSB and Customer setting forth the specific terms and conditions applicable to particular Services (as opposed to those generally applicable to all Services) identified in the applicable Order.
- **Service Outage** means a condition in which a User is completely deprived of a Service (or multiple Services) for at least fifteen (15) consecutive minutes due to a failure of a system, Device, operating system, circuit, or service that is Managed or under the direct control of CSB. This does not apply to outages during scheduled Maintenance Windows.
- **SLA Goals** means the obligations, requirements, and standards CSB sets with respect to the delivery of Services to Customer.
- **User** refers, with respect to a given Service, to an individual authorized by Customer to utilize such Service.
- **Vendor** means a third-party manufacturer, supplier, or vendor.

[End of Master Service Level Agreement]

ATTACHMENT: MASTER TERMS & CONDITIONS



MASTER TERMS AND CONDITIONS (FOR STATE AND LOCAL GOVERNMENT ENTITIES)

These Master Terms and Conditions for state and local government entities ("Terms and Conditions") govern the provision of Services and Products by TekLinks, Inc. dba C Spire Business ("Company") to the customer ("Customer") named on a services quote, statement of work, or purchase order (each, an "Order") that incorporates these Terms and Conditions by reference and is signed by Customer. Each Order, these Terms and Conditions, the Master Service Level Agreement ("Master SLA"), any specific Service Level Agreement ("Service Level Agreement"), if applicable (all of which can be found at <https://www.cspire.com/cms/business/resources/agreements-policies/>), and any other writing that by its terms is intended to be made a part of any such Order (collectively, this "Agreement") collectively shall constitute an independent and separate contract between the parties for the services ("Services") and the software, hardware and equipment (collectively, "Products") specified therein. Services may include telecommunications services, managed information technology ("IT") services, remote back up, Internet, hosting, infrastructure supply and support, consulting, or other services set forth in a signed Order. Products may include software or equipment developed by a party other than Company or in which any third party has intellectual property or other ownership rights ("Third-Party Software" or "Third-Party Equipment" as applicable), or other products manufactured or developed by parties other than Company, that are provided by Company as a reseller or sub-licensor. Company agrees to provide, and Customer agrees to purchase, the Services and Products described on the Order at the price, for the term, and on the other terms and conditions set forth herein and therein. This Agreement shall be effective and binding at the time of Company's acceptance of the Order and shall be deemed dated the date accepted by Company, as indicated on the Order.

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1. TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES AND PRODUCTS.

1.1 **TERM OF SERVICE.** Services shall commence on the service commencement date ("Service Commencement Date"), which shall be the day immediately following the date on which Company notifies Customer that each Service is installed and/or ready for use, and shall continue for the length of the Service Term stated in the Order (the "Service Term"). Unless the Services consist of

one-time implementation or consulting Services (collectively, "Professional Services"), following the expiration of the Service Term, this Agreement and each Service shall automatically renew at current Company list rates on a month-to-month basis (each a "Renewal Term" and collectively with the Service Term, the "Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the then current Term.

1.2 **FEES AND CHARGES.** (a) Recurring Charges. Except as otherwise provided in any Applicable Tariff (as defined below), the monthly recurring charge for each Service provided by Company during the Service Term shall be that charge stated on the Order, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's then standard charge for the same or similar services ("Monthly Service Charge"). Company shall invoice Customer for Services on a monthly basis for the Monthly Service Charge, and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). The first Monthly Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. (b) Non-Recurring Fees. Except as expressly set forth to the contrary in an Order, all non-recurring charges for Professional Services and Products ("Non-Recurring Fees," and collectively with Monthly Service charges, "Fees") stated on the Order shall be due on the Due Date set forth in the Order, and any non-recurring installation charges stated on the Order shall be due on the Due Date of the first invoice. (c) Taxes. Any applicable surcharge, federal, state, local, excise, sales tax, or similar levy, if any, chargeable to or against Company because of the Services and Products provided by Company to Customer, shall be charged to and paid by Customer in addition to the Fees. (d) Pass-Through Expenses. Unless an Order provides for a fixed cost, in addition to the Fees provided in the Order, Customer shall reimburse Company for its reasonable and documented out-of-pocket expenses, including without limitation, travel expenses, lodging, meals, shipping or other similar expenses, incurred by Company in performing the Services or providing the Products ("Expenses"). Any such Expenses will be billed at cost, invoiced monthly and paid as provided herein and in the Order. (e) Usage Fees. If Fees due under this Agreement are based on the number of users, volume of use, or other usage metrics, Company may, upon ten (10) days' advance written notice to Customer, audit Customer's use of the Services, including through the use of third-party monitoring software installed or run on Customer's system, and increase billing for any and all usage-based fees to the extent, but only to the extent that thereupon Customer's fees paid match the level of use of the Services. Notwithstanding the foregoing, in no event will Customer's Fees for Services at any time fall below any minimums set forth in the Order. (f) Moves; Termination Fees. If Customer terminates a Service before the expiration of the Service Term due to a change of Customer's location, then Customer shall pay any applicable Termination Fees (as defined in Section 1.20(b)) in accordance with this Agreement. Notwithstanding the foregoing, however, and except for construction and equipment costs to deliver a custom-designed and engineered circuit(s) for fiber internet to Customer's business, Company will waive the Termination Fees if Customer purchases another Service from Company for its new location that is of the same or greater contract value. (g) Missed Appointment Fees. If Company schedules an appointment with Customer to deliver or install Products or Services, Customer or its authorized representative must be available at Customer's location for the scheduled appointment date and time to grant Company access or to accept delivery of the Products or Services, or to work with Company's technician to activate Service. If Customer fails to have an authorized representative available at the scheduled appointment time, Company's technician will attempt to contact Customer or its authorized representative by phone for up to fifteen (15) minutes after which time the appointment may be rescheduled. Company reserves the right to charge Customer a reasonable appointment rescheduling fee. Such appointment rescheduling fee must be paid before the appointment is rescheduled.

1.3 **PAYMENT METHODS.** Company will accept payments from Customer using any of the following payment methods: (a) check mailed to Company at the payment address set forth in the Order, (b) Electronic Funds Transfer ("EFT") using the CTX (Corporate Trade Exchange) format, and (c) VISA, MasterCard, and American Express, subject to a 4% convenience fee.

1.4 **APPLICABLE TARIFFS.** For certain telecommunications Services, this Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to certain telecommunications Services covered by this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), are incorporated herein by reference. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs. Company is a Competitive Local Exchange provider. Analog lines purchased from Company are subject to the applicable state tariffs. Company may, as a billing convenience to Customer, acquire and invoice to Customer analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to Customer to support consolidated billing for Customer's convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to Customer.

1.5 **LATE FEES; SUSPENSION OF SERVICE.** (a) Late Fees. If any invoice for Products or Services is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law ("Late Fee"). (b) Suspension of Service. If Customer fails to pay all amounts owed to Company under an Agreement when due, then upon at least ten (10) business days' prior written notice (including via email) to Customer, and in addition to any other remedies available at law or in equity, Company may suspend Services under an Agreement until full payment is made. Company further reserves the right to retain any Customer Equipment stored in any Company facilities as part of rendered Services until full payment is made. Customer shall pay a reasonable reactivation fee for Service restoration, to be determined by Company. Company's right to suspend Services and retain Customer Equipment under this Section is in addition to Company's right to terminate an Agreement for non-payment.

1.6 **EQUIPMENT.** (a) Equipment. Company equipment located at Customer's premises and either leased from or furnished by Company ("Company Equipment") remains the property of Company. Customer agrees to maintain all Company Equipment located at Customer's premises in a reasonable operational environment, including without limitation the provision of reasonable lighting, HVAC, security, custodial services, and all minimum requirements set forth in any applicable Order. Customer shall not allow any lien or encumbrance to be placed on any Company Equipment at any time and shall maintain any Company identification tags or other markings placed on the Company Equipment by Company. (b) Ownership and Risk of Loss. Customer bears all risk of loss of, theft of, casualty or damage to the Company Equipment and any equipment purchased by Customer from Company ("Customer Equipment"), from the time it is shipped or delivered to Customer's location and, with respect to Company Equipment, until recovered by or returned to Company. If any Company Equipment is damaged or defaced while at Customer's premises, or is returned to Company damaged or defaced, Customer will be responsible for repair or replacement fees for the damaged or defaced Company Equipment. If any such Company Equipment cannot be recovered from Customer's premises or returned by Customer to Company at the end of the Term, then Customer will pay Company its cost of purchasing the Company Equipment.

1.7 **TAMPERING WITH CONFIGURED EQUIPMENT.** The Company Equipment and the equipment purchased by Customer from Company ("Customer Equipment") may be configured exclusively for Customer's use of the Service purchased. Unless expressly authorized by Company, Customer shall not tamper with the Equipment or modify its configuration. Customer agrees not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate the Service should Customer tamper with the Equipment, and in such case, Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.8 LAWFUL AND NON-FRAUDULENT USE OF SERVICES. Customer agrees to use the Services only for lawful purposes. Customer will not use the Services for any unlawful, abusive, or fraudulent purpose, including, without limitation, using the Services: (a) in any manner that threatens the integrity, performance or availability of the Service to others; (b) in any manner that avoids Customer's obligation to pay for the Service; (c) for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If Company has reason to believe that Customer, its employees, agents, representatives or anyone using the Services or Products provided to Customer (collectively, "Customer Parties") is using the Service in violation of this Section, abusing the Service or using it fraudulently or unlawfully, Company reserves the right to terminate, suspend or restrict the Service immediately and without advance notice to Company. If Company terminates for such violations, Customer shall be responsible for all outstanding balances due for the Service, unbilled Fees under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.9 USE OUTSIDE UNITED STATES. While Company encourages use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Products are intended for use only in the United States. If Customer removes Products to a country other than the United States and uses the Service from there, Customer does so at Customer's own risk including the risk that such activity violates the laws of the country where Customer does so. Customer is liable for any and all use of the Service and Products by Customer and any Customer Parties. Should removal of Products from the United States violate any export control law or regulation, Customer will be solely liable for such violation. If Company determines that Customer is using the Service from outside the United States, Company reserves the right to terminate the Service immediately and without advance notice, and Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.10 NO RESALE OR TRANSFER. Customer is prohibited from reselling or transferring the Services or Products (other than Customer-Owned Equipment) to any other person for any purpose, without the express prior written consent of Company. In addition, Customer is prohibited from using the Service or Products for any uses that result in excessive usage inconsistent with normal business usage patterns. If Company determines, in its sole discretion, that Customer is reselling or transferring the Service or Products (other than Customer Equipment), then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred. Customer is liable for any and all reselling or transferring of the Service and Products by Customer and any Customer Parties, and Customer agrees to hold Company harmless from and against any and all liability associated with such use.

1.11 NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious Internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. Company may, among other things and without advance notice, prioritize the usage of the small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet, and may be viewed on the Network Management Policy located on <https://www.cspire.com/web/business/resources/agreements-policies>, which is incorporated herein by reference.

1.12 **INTELLECTUAL PROPERTY RIGHTS.** (a) Company Rights. Except for any rights expressly granted herein, the Agreement does not transfer from Company to Customer any right, title or interest in or to any technology, which Company uses to provide the Services ("Company Technology"). All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company, and nothing in this Agreement shall grant Customer the right or license to use any of such Marks. Customer acknowledges that the Services and Marks are the exclusive property of Company. Company or its licensors, as applicable, retain all intellectual property rights in and to all and any part of the Services, Marks and the Company Technology used to provide the Services ("Intellectual Property Rights"). Customer shall not acquire hereunder any right, title, or interest in the Services, except the right to use them in accordance with this Agreement. (b) Customer Rights. Except for any rights expressly granted in this Agreement, this Agreement does not transfer from Customer to Company any right, title or interest in or to any process, system, software, service, or device in which Customer has any Intellectual Property Rights or other ownership or use rights ("Customer Technology"). Except for any rights expressly granted in this Agreement, this Agreement does not transfer to Customer any right, title, or interest in or to any Third-Party Software or Intellectual Property Rights therein, and all right, title, and interest therein remains with the party providing the same, or with the Third-Party Software owner, as appropriate. If Customer decides to use the Service through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with the Service. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (c) Services Software. Where applicable, Company may install certain Third-Party Software and Company Technology on Equipment in Customer's network to deliver Services (collectively, "Services Software"). Company has a license or other rights to allow use of such Services Software to deliver the Services. Company hereby grants to Customer a limited, non-exclusive, non-transferable, personal license to use the Services Software on the Equipment for the Term of this Agreement and strictly in accordance with this Agreement subject to all applicable Third-Party Software license terms and requirements. If Customer decides to use Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possesses all required rights, including software and/or firmware licenses, to use the interface device with Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (d) General Knowledge. Customer may obtain Services and Products directly from third parties, and Company may provide services, products, and Company Technology to third parties, without restriction or accounting to the other party. (e) Derivative Works. If Customer, at any time during the Term, provides Company with comments, suggestions or other feedback (collectively, "Feedback"), Company's use of Feedback will not cause any documentation incorporating or derived from such Feedback to be licensed to or otherwise shared with Customer or any third party. If Customer is deemed to own any Feedback, Customer hereby grants to Company a nonexclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide license to use, disclose, modify, reproduce, license, distribute, practice, commercialize, further develop and otherwise freely exploit without restriction or payment of any kind all such Feedback.

1.13 CONFIDENTIALITY; NON-DISCLOSURE; CPNI.

(a) Non-Disclosure Agreement. If the parties have executed a separate Confidentiality and Non-Disclosure Agreement ("NDA"), the terms and provisions of such NDA are incorporated herein by reference, and the parties agree that such NDA sets forth the obligations and responsibilities of the parties with regard to the use, treatment, and disclosure of certain confidential and proprietary information of the parties. If there is a conflict between the terms of the NDA and the terms of an Agreement, the terms of the NDA shall govern and control to the extent of such conflict. The terms of the NDA shall survive the expiration or termination of an Agreement for any reason in accordance with the NDA's terms and conditions. The parties agree to cause any and all of their subcontractors and sub- servicers, if any, to observe the terms and provisions of the NDA as though they were

parties thereto, and the parties shall be responsible for any breach of the NDA by or on behalf of their subcontractors or sub-servicers. Notwithstanding the foregoing, should the NDA expire or terminate while an Agreement is still in effect, the terms, conditions, representations, warranties, covenants, and agreements contained in the NDA will nevertheless apply to an Agreement.

(b) Confidential Information. If the parties have not executed a separate NDA, the terms of this Section 1.13(b) through Section 1.13(f), inclusive, will apply. Each party acknowledges that it and its employees, agents, representatives and contractors, and their respective successors and assigns (collectively, "Receiving Party") may be exposed to or acquire information that is proprietary or confidential to the other party ("Disclosing Party") in connection with the performance of this Agreement ("Confidential Information"). The Receiving Party shall hold such Confidential Information in strict confidence and shall not use or disclose any such Confidential Information to any third party other than as required to perform an Agreement. Confidential Information includes, without limitation: (i) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, business or work processes and procedures, instructions, and other data relating to the Disclosing Party's business, services or products, the development, production of any work done specifically for the Customer; (ii) the business plans and financial information of the Disclosing Party, regardless of whether such information would be protected at common law; and (iii) such other information that, due to its nature, the Receiving Party knows or should have known the same was the proprietary or confidential information of the Disclosing Party. Each party will cause any and all persons or entities that have access to Confidential Information by or through such party, including (without limitation) any Receiving Party, to observe and comply with the terms of such party's confidentiality obligations hereunder as if they were parties hereto. Customer's Feedback relating to Services and Company Technology, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Company, and Company will own and may utilize the same in accordance with Section 1.12(e). The financial terms of this Agreement that are not otherwise publicly available may not be disclosed to any third party, except to a party's legal or accounting firms or as required by regulators with jurisdiction over Customer's or Company's businesses, without the prior written consent of the Disclosing Party.

(c) Non-Confidential Information. Notwithstanding Section 1.13(b), Confidential Information does not include the following: (i) information that at the time of disclosure is or was, without fault of the Receiving Party, available to the public by publication or otherwise; (ii) information that the Receiving Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party; (iii) information received from a third party with the right to transmit same without violation of any confidentiality agreement; and (iv) information that must be disclosed pursuant to court order or by legal or administrative process; provided, however, that if information must be disclosed pursuant to court order or by legal or administrative process, the Receiving Party shall inform the Disclosing Party of such requirement (unless prohibited by law) and shall cooperate with the Disclosing Party in seeking a protective order or other limitation on disclosure.

(d) Nonpublic Personal Information. To the extent that any Confidential Information of Customer obtained by Company is Nonpublic Personal Information (as that term is defined by the Gramm-Leach-Bliley Act ("GLBA")) and Company is a service provider, Company covenants and agrees that it will implement or has implemented security measures designed to: (i) ensure the security and confidentiality of Nonpublic Personal Information about Customer's employees or consumers served directly or indirectly by or through Customer (each, a "Consumer"); (ii) protect against any anticipated threats or hazards to the security or integrity of such Nonpublic Personal Information; (iii) protect against unauthorized access to or use of such Nonpublic Personal Information that could result in substantial harm or inconvenience to any Consumer; and (iv) ensure proper disposal of such Nonpublic Personal Information. As a service provider, Company will implement written security and disaster recovery plans consistent with industry standards. Company will comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Nonpublic Personal Information in its role as a service provider. Upon termination of any Agreement

pursuant to which Company obtains Nonpublic Personal Information, Company shall delete and erase from Company' systems all such Nonpublic Personal Information relating to this Agreement and shall certify in writing to Customer that all such Nonpublic Personal Information has been deleted and erased in accordance with applicable laws.

(e) HIPAA. The parties shall comply with all federal and state regulations regarding the use and disclosure of Protected Health Information, as that term is defined at 45 C.F.R. § 160.103 ("PHI"), including, but not limited to the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If Company will have access to the PHI of Customer's patients or employees, Company will execute its form Business Associate Agreement in favor of Customer, as a covered entity under HIPAA. Upon termination of any Agreement pursuant to which Company obtains PHI, Company shall delete and erase from Company' systems all such PHI relating to this Agreement and shall certify in writing to Customer that all such PHI has been deleted and erased in accordance with applicable laws.

(f) CPNI. The Federal Communications Commission ("FCC") has established rules related to Customer Proprietary Network Information ("CPNI") as codified in 47 C.F.R. 64.2010. The rules require procedures to verify and authenticate customers before providing access to CPNI, which includes call detail and certain billing information. Company is committed to customer privacy and security of customer information and our privacy practices are described in further detail at cspire.com/privacypolicy.com. Company's authentication and verification practices with respect to CPNI access are similar for our residential and business customers. However, because Company and Customer have executed this contractual business relationship and Customer has access to a Company dedicated representative, pursuant to the FCC's rules, Company may implement different requirements regarding the authentication procedures to be used to verify authorized users prior to providing access to Customer's CPNI. In all cases, this business relationship with Company will reflect Company's long-standing protection of customer account information and our practices of not using or disclosing such information except to provide services or as permitted or required by law. These authentication procedures, which will result in a password selected by a representative of Customer to protect their on-line account, may include, but are not limited to: (1) verification via a PIN code sent to a Customer's mailing address or email address that has been on file with Company for more than 30 days; (2) verification of Customer's email address via multi-factor authentication; and (3) authentication through an authorized administrator of Customer requesting CPNI access for another representative of Customer. In certain situations, Company may verify and authenticate a Customer representative's authority to discuss account information through communications with the person claiming to be the account holder, or based on the personal relationship between the Company representative and the Customer representative.

(g) Press Release. Company may publicly refer to Customer, orally and in writing, as a customer of Company and may refer to the publicly releasable titles of any Order with Customer. Any other reference to Customer by Company may be made only in accordance with this Section. The parties shall consult with each other in preparing any press release, public announcement, case study or other form of release of information concerning an Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party may issue or cause the publication of any such Press Release without the prior written consent of the other party. However, nothing herein prohibits either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its named affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and shall consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

1.14 **VENDOR TERMS OF USE.** Company does not develop or manufacture any Products but is an authorized reseller and sub-licensor of certain Third-Party Software and Third-Party Equipment provided by third-party vendors, manufacturers and developers unrelated to Company (collectively,

"Vendors"). All Intellectual Property Rights relating to Products are and shall remain the exclusive property of Vendors or their licensors. Vendor terms and conditions of sale or license may apply to Products provided by Company to Customer under this Agreement, and such Vendor terms and conditions are incorporated herein by reference.

1.15 **LIMITED WARRANTIES ON PROFESSIONAL SERVICES.** Company warrants and covenants that Professional Services will be performed: (a) in accordance with the terms of the applicable Order, including the location, time, and manner for performing the Services; (b) in a workmanlike manner and in accordance with generally accepted professional practices, using qualified Company Parties; and (c) in accordance with any plans, drawings, or specifications furnished to Company, if any. In the event of a breach of this warranty, as Customer's exclusive remedy, Company will re-perform the defective Professional Services at no charge to Customer within a reasonable time or within the limits of the Master SLA or any applicable Service Level Agreement under an Order. Company's warranty does not apply to services performed pursuant to plans, drawings, or specifications furnished to Company that have been modified by Customer or a third party, unless Company has specifically agreed in writing to warrant its services under the revised plans, drawings, or specifications.

1.16 **DISCLAIMER OF WARRANTIES ON SERVICES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE WITH RESPECT TO PROFESSIONAL SERVICES, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OUTSIDE THE PARAMETERS OF ANY SERVICE LEVEL AGREEMENT, OR LOSS OF CONTENT, DATA, OR INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTIES OR LIMIT ANY DISCLAIMER OF WARRANTIES UNDER THIS AGREEMENT. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON COMPANY'S BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

1.17 **DISCLAIMER OF WARRANTIES ON PRODUCTS.** CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT THE DEVELOPER OR MANUFACTURER OF ANY EQUIPMENT, HARDWARE, SOFTWARE, SERVICE SOFTWARE OR OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT. CUSTOMER AGREES TO LOOK SOLELY TO THE VENDORS OF PRODUCTS PROVIDED HEREUNDER FOR ANY REMEDY. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL PRODUCTS ARE BEING MADE AVAILABLE AND PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER BY COMPANY. COMPANY MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES WITH RESPECT TO PRODUCTS, EXPRESS OR IMPLIED, INCLUDING THE ADEQUACY, AVAILABILITY, STABILITY, UTILITY, INTEGRITY OR QUALITY OF THE PRODUCTS, WHICH BOTH PARTIES ACKNOWLEDGE WERE MANUFACTURED OR DEVELOPED BY THIRD-PARTY VENDORS, LICENSORS OR SUPPLIERS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THIRD-PARTY SOFTWARE OR SERVICE SOFTWARE WILL PERFORM UNINTERRUPTED, ERROR FREE OR VIRUS FREE, NOR DOES COMPANY WARRANT THAT THE SAME WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN INCREASED REVENUES OR PROFITS OF CUSTOMER. COMPANY HAS NO LIABILITY FOR VIOLATION OF LAWS BY CUSTOMER OR OTHER USERS OF PRODUCTS. CUSTOMER HEREBY

RELEASES COMPANY FROM ANY AND ALL CLAIMS FOR BREACH OF WARRANTY ARISING OUT OF CUSTOMER'S OR ANY CUSTOMER PARTIES' USE OF PRODUCTS. To the extent allowed by the Vendor of any Products, Company shall pass through to Customer all end-user warranties, indemnities and guarantees relating to the Products, if any, including without limitation any indemnities or warranties regarding infringement claims related to Third-Party Software and Third-Party Equipment. To the extent Company is not permitted to pass such warranties or indemnities through to Customer, Company agrees to enforce such warranties and indemnities, if any, on behalf of Customer at Customer's request and expense.

1.18 LIMITATION OF LIABILITY. UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY OR ANY COMPANY PARTIES OR RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING IF APPLICABLE, SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO COMPANY'S PERFORMANCE OF THIS AGREEMENT AND SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM OF LOSS FOR THE AFFECTED TIME PERIOD. UNLESS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR THIRD-PARTY DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS OF USE OF EQUIPMENT, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. COMPANY AND COMPANY PARTIES AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

COMPANY WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF SERVICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (A) ACTS OR OMISSIONS OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (B) THE EQUIPMENT, NETWORK, OR FACILITY FAILURE; (C) THE EQUIPMENT, NETWORK, OR FACILITY UPGRADE OR MODIFICATION; (D) OUTAGE OF CUSTOMER'S BROADBAND SERVICE PROVIDER; (E) CUSTOMER'S AND CUSTOMER PARTIES' ACTS OR OMISSIONS; OR (F) ANY OTHER CAUSE THAT IS BEYOND COMPANY'S CONTROL INCLUDING, BUT NOT LIMITED TO, FAILURE OF OR DEFECT IN ANY EQUIPMENT OR PRODUCTS, THE INABILITY OF THE SERVICE CONNECTIONS TO BE COMPLETED, OR THE DEGRADATION OF SERVICE QUALITY. WITH RESPECT TO COPPER-BASED INTERNET SERVICES, COPPER-BASED INTERNET RELIES ON COPPER AVAILABILITY FROM A THIRD PARTY. IF COPPER AVAILABILITY FROM A THIRD PARTY SHOULD CEASE, COMPANY RESERVES THE RIGHT TO TERMINATE CUSTOMER'S INTERNET SERVICE BY PROVIDING CUSTOMER SIXTY (60) DAYS WRITTEN NOTICE OF TERMINATION. FURTHERMORE, COMPANY WILL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY DAMAGES ARISING FROM THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION, OR MESSAGE TRANSMITTED OR RECEIVED BY CUSTOMER, ANY CUSTOMER PARTIES OR ANY PERSON USING THE SERVICE OR EQUIPMENT PROVIDED TO CUSTOMER, OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. ADDITIONAL LIMITATIONS MAY BE OUTLINED IN THE ORDER. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL BE ON A CUMULATIVE BASIS AND NOT PER INCIDENT.

CUSTOMER IS RESPONSIBLE FOR THE SECURITY, INTEGRITY, AND CONFIDENTIALITY OF ITS DATA AND SYSTEMS. COMPANY WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING: (A) LOSS, DESTRUCTION, OR CORRUPTION OF DATA OR SYSTEMS; (B) LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION, OR SHUTDOWN; (C)

FAILURE TO ACCURATELY STORE, TRANSFER, READ, OR TRANSMIT INFORMATION; OR (D) UNAUTHORIZED DELETION, ACCESS, EXFILTRATION, OBFUSCATION, OR ENCRYPTION OF DATA OR SYSTEMS.

UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S AGGREGATE LIABILITY FOR: (A) ANY FAILURE OR MISTAKE, (B) ANY CLAIM WITH RESPECT TO COMPANY'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR (C) ANY ACT OR OMISSION OF COMPANY HEREUNDER SHALL IN NO WAY EXCEED THE CHARGES FOR THE SERVICE FOR THE AFFECTED TIME PERIOD.

1.19 **REMEDIES.** Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement as set forth in Section 1.20, (b) exercise any other right or remedy which may be available to it under this Agreement and applicable law; and (c) terminate, restrict or suspend any Service and retrieve any Products (other than Company Equipment) from Customer's premises. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and the exercise of Company's remedies. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this Section are an agreed measure of damages and are not a forfeiture or penalty.

1.20 **TERMINATION.** (a) Termination for Cause. Company reserves the right to cancel and terminate Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (i) Customer refuses to furnish information or furnishes false information that is essential for billing, or pertains to Customer's creditworthiness or use of the Service and Products; (ii) Customer indicates that Customer will not comply with a request for security for the payment of Fees for the Service and Products; (iii) Customer's Monthly Service Charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or fraud; (iv) Customer has been given notice by Company of any past due Fees and such amount remains unpaid, in whole or in part; (v) Customer refuses to pay Fees by the Due Date when billed for the Service and Products; (vi) Customer uses, or attempts to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use the Service by rearranging, tampering with, or making connections to the Service in an unauthorized manner, or using fraudulent means or devices; (vii) Customer acts in a manner that is threatening, obscene, or harassing to Company personnel; (viii) Customer is insolvent or has a petition in bankruptcy filed against it; (ix) Customer is adjudicated a bankrupt; (x) Customer makes a general assignment for the benefit of its creditors; (xi) Customer has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; (xii) Customer ceases to do business in any manner that would affect Company's performance under this Agreement; (xiii) Customer fails to comply with any applicable laws in connection with its activities under this Agreement; or (xiv) Customer is in breach of any other provision of an Agreement and fails to correct and cure such breach within thirty (30) days after the written notice of such default from Company ("Termination of Cause"). In addition, Company may cancel and terminate Service after thirty (30) days written notice if a third-party product supported by Company has been declared "end-of-life" by the manufacturer or if any customer monitoring software required as part of existing services is not remediated within thirty (30) days written notice. Customer shall have the right to terminate this Agreement if Company is in material default of any provision of this Agreement and fails to correct and cure such breach within thirty (30) days after Customer provides written notice of such default ("Company Default"). (b) Termination Fees. Upon termination of this Agreement for any reason, Customer shall be obligated to pay to Company on demand all Fees and other amounts due up to the effective date of termination ("Outstanding

Amounts"). If Fees are calculated on a monthly, quarterly or other periodic basis, then Customer shall be liable for the pro-rata portion thereof up to the effective date of termination. Upon a Termination for Cause by Company, or an early termination by Customer without cause ("Early Termination"), in addition to Outstanding Amounts, Customer also shall be obligated to pay to Company on demand all Fees and other amounts (including any residual amount) for the remainder of the Term that would have been paid had this Agreement not been terminated (such sum being the "Early Termination Fees" or "ETFs"). Upon a termination for a Company Default by Customer, no ETFs will be owed. (c) Effect of Termination. Upon termination or expiration of this Agreement, Customer will no longer have access to, or be able to use the Service and Products (other than Customer Equipment) except as Customer may require and Company shall allow, acting reasonably and in good faith, to facilitate Customer's move to another service. Upon termination or expiration of this Agreement, Customer is responsible for: (i) making any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in Customer Equipment and provided by Company as part of the Service (collectively, "Service Software") and any Company Equipment located at Customer's location available to Company for uninstallation and return to Company; and (ii) providing Company with access to Customer's location for the purpose of retrieving any Service Software and Company Equipment. Fees owed by Customer to Company for Services and Products shall continue under this Agreement until such time as Customer has notified Company in writing that Customer has made all such Service Software and Company Equipment available for retrieval by Company or has returned the same to Company as required pursuant to an Order. Company will make available to Customer any archive, backup, or copies of data for thirty (30) days after notice of termination, after which time said archive, backup, or copies of data will be deleted from Company systems and irrevocably lost.

1.21 **FORCE MAJEURE.** Neither party will be liable for any delay or failure in performance under this Agreement due to any cause that is beyond its reasonable control and for which it is without fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, cable cuts, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by such condition, unusually severe weather conditions, fuel or energy shortages, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation common carriers, or other causes beyond a party's reasonable control, whether or not similar to the foregoing (collectively, "Force Majeure Events"). The parties agree that the party whose performance is affected by the Force Majeure Events shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Events. In the event the delay caused by a Force Majeure Event lasts for a period of more than thirty (30) days, the parties shall negotiate an equitable modification to this Agreement. If the parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either party will be entitled to serve thirty (30) days' notice of termination on the other party with respect to this Agreement.

1.22 **ASSIGNMENT.** This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of Company to such assignment. Any such transfer without such consent of Company is void.

1.23 **SITE REVIEW.** Provision of Services may be subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect Company's ability to provide Services to the site, or the review may uncover that bandwidth upgrades are necessary to provide Services. In such cases, a new or amended Agreement may be required for Company to provide Services, such Agreement to be approved by both parties.

1.24 **GOVERNING LAW; EQUITABLE RELIEF.** This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Mississippi without regard to its conflict of laws principles. **TO THE EXTENT ALLOWED BY LAW, THE PARTIES WAIVE ANY RIGHT TO ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, EITHER TO JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT OR OTHER PROCEEDING. IF ANY SUIT OR ACTION IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF AN AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO REASONABLE ATTORNEYS' FEES AND COSTS AS PERMITTED UNDER APPLICABLE LAW, IN ADDITION TO ANY OTHER RELIEF TO WHICH SUCH PARTY MAY BE ENTITLED.** The provisions of this Section shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.25 **COMPLIANCE WITH LAWS; PAYMENT OF TAXES.** Customer agrees to comply with all laws, regulations, and orders relating to this Agreement and the use of the Services and Products. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise, and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services and Products. Any fees, taxes or other lawful charges paid by Company in connection with the Products or use thereof or provision of the Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.26 **NO SOLICITATION.** During the Term of an Agreement and for a one (1) year period immediately following the termination or expiration of an Agreement, neither party shall, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in, or promote the solicitation of any employee of the other party to leave such employment, or hire or engage such employee; provided, however, that nothing in an Agreement shall prohibit either party from offering employment to or hiring any employee of the other party in response to notices of employment addressed to the general public and not to the other party's employees in particular. In the event either party violates this non-solicitation agreement, the violating party shall pay to the other party, as reasonable liquidated damages, an amount equal to one hundred fifty percent (150%) of the employee's annualized salary at the non-violating party, including bonuses.

1.27 **INDEPENDENT CONTRACTOR; SUBCONTRACTOR.** Company will perform all Services solely in Company's capacity as an independent contractor and not as an employee, agent or representative of Customer. Company will not be entitled to any privileges or benefits that Customer may provide to its employees. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under an Agreement, but Company shall at all times remain primarily liable to Customer under such Agreement. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under this Agreement, but Company shall at all times remain primarily liable to Customer under this Agreement. If Customer requests Company to utilize a Customer-designated subcontractor or supplier for any of the Services or Products to be provided by Company, Customer shall provide to Company a written request for the same including any information reasonably required by Company and evidence of the insurance coverage required under this Agreement. Company shall have the right, acting in good faith, to accept or reject such Customer-designated subcontractor or supplier. Consent by Company to use a Customer-designated subcontractor or supplier shall not constitute a waiver of any right of Company to reject defective subcontractor Services or Products, and Company shall retain all such rights under its subcontract.

1.28 **WAIVER.** No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly set forth in writing and signed by such party's authorized representative. Customer expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage. Customer expressly agrees and acknowledges that reliance on any

waiver without Company's written consent is unreasonable. Waiver by Company of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach. Company's approval or consent to any action proposed by Customer will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect Customer's obligation to strictly comply with this Agreement.

1.29 ENTIRE AGREEMENT. Subject to any Applicable Tariff, this Agreement correctly sets forth the entire agreement between Company and Customer with respect to the Services and Products to be provided by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control.

1.30 INTERPRETATION OF CONFLICTING TERMS. In the event of a conflict between or among the terms of the components of this Agreement, the following order of precedence shall control: if applicable, an Agreement Addendum, the SLA, the Master SLA, the Service Agreement, these Terms and Conditions, the Order and any other document made a part of the Agreement.

1.31 AMENDMENT. Company reserves the right to modify these Terms and Conditions, the Master SLA, and any specific Service Level Agreement, by posting such changes on its website at <https://www.cspire.com/cms/business/resources/agreements-policies/>. Company will notify Customer of any material changes in writing. Changes will not apply retroactively but will become effective upon notification. If after receiving notice Customer does not agree to the modifications to the Agreement, Customer and Company will work in good faith to resolve the conflict within thirty (30) days. After which, if the conflict is not resolved to the satisfaction of Company and Customer, Customer may terminate the Agreement with thirty (30) days written notice to Company of its wish to terminate due to the modification. Notwithstanding anything herein to the contrary, Company will not materially reduce the functionality or service levels applicable to any Service during the then current Term (excluding any Renewal Terms that begin after the date of the change) of the Agreement for such Service without first obtaining Customer's written consent.

1.32 MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Products will be used primarily for commercial purposes and will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and Products and the rights of Company to take action necessary to remain in compliance with any Applicable Tariff or license, including its right to retake possession of or disable the Services and Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

1.33 NOTICES. Except as otherwise provided under an Agreement, all notices, demands, or requests to be given by a party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered (or the date of written refusal to accept delivery) in person, by courier service, by postage prepaid United States certified mail, return receipt requested, or electronic mail or fax with follow up copy by one of the other methods, and addressed to Customer at the address and contact specified in the Order, and if to Company, addressed to the General Manager, with a copy to General Counsel as follows:

C Spire Business
Attention: General Manager
1018 Highland Colony Parkway, Suite 500
Ridgeland, MS 39157

C Spire Business
Attention: General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

1.34 **EXCLUDED SERVICES.** Company provides only those Services specified in an Order. During any disruption of Services, Company's investigation and response is limited to restoring only those Services being provided by Company. Digital Forensic services and Incident Response services are not offered by Company, and as such, those services are specifically excluded from all Services purchased by Customer.

2. SPECIFIC TERMS APPLICABLE TO VOIP SERVICES.

The following additional Terms and Conditions are applicable only to Voice Over IP ("VoIP") Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 2, with respect to VoIP Services only, the Terms and Conditions set forth in this Section 2 shall control.

2.1 **911 SERVICES.** The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When Customer dials 911 on Customer's phone using Company's VoIP Service, the call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address Customer listed at the time Customer registered for the VoIP Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third-party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition, the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. Customer acknowledges and agrees that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to Customer. Customer further acknowledges and agrees that 911-type services may not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to Customer or any third party for failure to provide 911 services to Customer in the event of the assignment of an area code and phone number to Customer located outside of the exchange area associated with Customer's street address or relocation of the telephone device to a location other than Customer's physical street address as registered with Company.

2.2 **PHYSICAL STREET ADDRESS. IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE EQUIPMENT USED TO PROVIDE OR RECEIVE VOIP SERVICES WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.** When activating the Service, Customer must provide the actual physical street address where the Equipment will be located, not a post office box, mail drop, or similar address. Customer acknowledges and understands that 911 dialing does not function properly or at all if Customer moves or otherwise changes the physical location of Customer's Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the VoIP Service and 911 to work properly.

2.3 **DEPENDENCY. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT 911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE, THE VOIP SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE VOIP SERVICE, INCLUDING FOR 911 DIALING PURPOSES.**

2.4 **LIMITATIONS ON 911 SERVICE.** 911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASE COMPANY AND COMPANY PARTIES, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM

ANY AND ALL LOSSES BY, OR ON BEHALF OF, CUSTOMER, CUSTOMER PARTIES, OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING OR INABILITY OF CUSTOMER, CUSTOMER PARTIES OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM CUSTOMER'S PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

2.5 PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Customer acknowledges and understands that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that Customer may experience with regard to VoIP Service. Customer is responsible for taking precautions and providing security that best suits Customer's intended use of VoIP Service.

2.6 LOSS OF SERVICE. Customer acknowledges and understands that VoIP Service does not function in the event of a power failure. Customer also acknowledges and understands that VoIP Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of VoIP Service with or by, Customer's Internet service provider ("ISP") and/or broadband provider, VoIP Service will not function, but Customer will continue to be billed for the VoIP Service unless and until you or Company terminate VoIP Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, VoIP Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require Customer to reset or reconfigure the Equipment prior to utilizing VoIP Service. Should Company suspend or terminate VoIP Service, VoIP Service will not function until Company restores VoIP Service (which may require the payment of all invoices and reconnection fees owed by Customer to cure any breach of this Agreement by Customer).

2.7 SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls, and medical monitoring devices, are not compatible with Company's VoIP Service. Company will not provide services that are incompatible with Company's VoIP Service. Company does not guarantee that the VoIP Service will operate with other monitoring systems or services, including but not limited to burglar alarms, security, medical or Customer-provided equipment, facilities and services. These services may require Company to resell traditional analog services to support. If Customer chooses to utilize VoIP services for these types of services, Customer must ensure that all alarm services and related signal transmission services are tested to validate that they remain fully operational after installation of VoIP service. By accepting this Agreement, Customer waives any claim against Company for interference with or disruption of such systems due to the VoIP Service.

2.8 EQUIPMENT. Customer understands and acknowledges that, for Company to provide VoIP Services, Customer must have a broadband service connection and VoIP Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at mutually agreed locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not Customer provided VoIP Equipment will work in conjunction with VoIP Service. If it does not, then Customer

must purchase or lease VoIP Equipment from Company in order to receive VoIP Service. Upon termination of service, Customer must return leased Equipment in compliance with [Section 1.22\(c\)](#).

2.9 EXCESSIVE USAGE. If Customer on a specific VoIP Service plan has usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, Customer may be charged an additional fee of \$50.00 per month per line.

2.10 PROHIBITED USE. Customer is prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that Customer is reselling or transferring VoIP Service or that Customer's VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, Company reserves the right to immediately terminate VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

2.11 NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. Customer acknowledges and agrees that VoIP Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

3. SPECIFIC TERMS APPLICABLE TO FIREWALL SERVICES.

The following additional Terms and Conditions are applicable only to Firewall Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in [Section 1](#) of this Agreement and the Terms and Conditions set forth in this [Section 3](#), with respect to Firewall Services only, the Terms and Conditions set forth in this [Section 3](#) shall control.

3.1 DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; or (iv) support for Firewall Services as described in this Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Agreement.

3.2 FIREWALL SERVICES. Customer may purchase varying types and levels of Firewall Services and charges for Firewall Services will be separately itemized within the Monthly Services Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to Firewall Services, run certain reports, and perform certain administrative tasks in connection with Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

3.3 CUSTOMER OBLIGATIONS. Company will not provide any equipment for Customer's use of Firewall Services other than Firewall Services Equipment. Customer shall be solely responsible for its activities in using Firewall Services, including the activities of Company Parties, employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer

Parties, or its employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of Firewall Services caused by such act. Customer understands that it may make a change request to Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

3.4 SUPPORT. Company will use commercially reasonable efforts to assist Customer through Customer's authorized contact(s) to resolve issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

3.5 DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of Firewall Services Equipment, in the event of a casualty event or cyberattack, Company does not guarantee the recoverability of any Customer data that is lost for any reason. For more information on collection, retention, and use of Customer information, please refer to Company's Privacy Policy at <https://www.cspire.com/resources/docs/business/resources/Privacy-Policy>, the terms of which are incorporated herein by reference.

3.6 ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of Firewall Services, and the terms of this Agreement.

3.7 DISCLAIMER OF WARRANTIES. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

4. SPECIFIC TERMS APPLICABLE TO MANAGED INFORMATION TECHNOLOGY SERVICES.

The following additional Terms and Conditions are applicable only to managed IT Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 4, with respect to managed IT Services only, the Terms and Conditions set forth in this Section 4 shall control.

4.1 SERVICE CONDITIONS. (a) Outside Conditions. Customer acknowledges that certain conditions outside of Company's control may adversely impact the ability of Company to perform functions of certain managed IT Services. Examples of such conditions include, without limitation: (i) Customer task, software, scheduled job, or other human intervention, intentional or otherwise, renders portions, complete files, or complete file systems unavailable through the Service; (ii) failure of Customer software, operating systems, or equipment; and (iii) network connectivity issues between Customer

devices and Company backup platform, when network connectivity is not provided as part of a Company's Service. (b) Non-Exclusive, Non-Transferable Right. Customer shall have a nonexclusive, non-transferable right to use the managed IT Services solely for Customer's own internal business purposes for the Term and number of users or other applicable managed IT Service metrics specified in this Agreement. (c) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's or a named affiliates' internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; (iv) use the Service in any manner that threatens the integrity, performance or availability of the Service to others; (v) reverse engineer, decompile, or disassemble the Service; or (vi) use the Service to help design a competing or similar service. (d) Service Level Agreements. The service level agreements applicable to a particular Service include those service level and support services terms set forth in the Master SLA and the respective Service Level Agreement identified on the applicable Order. Additional terms and conditions applicable to a Service may be set forth in the respective Service Level Agreement, which will be provided to Customer for its review and approval prior to the provision of any Services by Company. Customer's use of Services will be deemed acceptance of the terms of the Master SLA and Service Level Agreement.

4.2 CUSTOMER RESPONSIBILITIES. (a) Compatibility. It is Customer's responsibility to ensure that any version change planned on Customer's system is compatible with Company's hardware and software. Customer shall be fully responsible for providing to Company at Customer's own expense and in a timely manner, all security credentials necessary for Company to use and access Customer's system in connection with the Service. If Customer's system is not compatible with any Service, the parties will work together in good faith to develop and implement modifications, patches, workarounds, updates, upgrades, and any other commercially reasonable changes necessary or appropriate to achieve such compatibility. If after such efforts to achieve such compatibility have failed, Company shall have the right to terminate the Agreement for such Service with not less than thirty (30) days' written notice to Customer. (b) Software Rights. Customer has title to, or a license or other rights to use, access and modify, and has or will obtain for Company a right or license to use, access or modify, any Customer software or Third-Party Software that Customer has requested Company to use, access or modify as part of the Services. (c) Access to Resources. Customer shall supply Company with access to appropriate personnel, documentation, records, Customer's system and facilities as requested by Company from time to time in order for Company to perform and provide Services. (d) Internet Use. Where Company's Services include Internet access, Customer shall be solely responsible for providing and maintaining all computer equipment, software, cabling and telecommunications services necessary to access Internet Services. (e) On-site Testing. Customer acknowledges that in the event of a support issue, Customer is responsible for on-site cooperative testing with Company's technical support to assist in the diagnosis of the problem. (f) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; or (iv) use the Service to help design a competing or similar service.

4.3 COMPLIANCE AND CONTROL REQUIREMENTS. Customer is responsible for providing Company with a documented list of compliance and control requirements, if any, that are expected to be outsourced to Company as part of an Agreement (collectively, "Controls"). In cases where all requested Controls cannot be covered, Company will notify Customer in writing. Customer is responsible for notifying Company of any Control evidence or audit assistance requirements. All such requests should be submitted in writing via e-mail and addressed to askus@cspire.com. Company will provide information or assistance within seventy-two (72) hours of Customer's request.

4.4 SECURITY AUDITS. (a) Company Audits. Company will employ industry best security measures, policies and procedures in its standard operating procedures and in the delivery of Services. Company will test, monitor and audit, and have periodic third-party audits, of these security measures, policies and procedures. Company will make the results of such audits available to Customer for

review within three (3) business days following Customer's written request. Customer may request a copy of an audit report, and Company will provide the same without additional cost (other than reasonable reimbursement for photocopying expenses). (b) Customer Audits. Company acknowledges that Customer may be required to or may desire to confirm Company's audit results through a third-party auditor retained by Customer. Customer may engage a third-party auditor to audit Customer's computing environment at a Company data center and Company shall provide access to its data center to such third-party auditor within three (3) business days after Customer's advance written notice to Company. Such audit will be conducted on a mutually acceptable date during Company's normal business hours, and, unless the audit reveals material inadequacies in Company security measures, policies and procedures or unless required by any regulatory authority having jurisdiction over Customer, Customer will not have the right to audit more than once per year. The third-party auditor will take all commercially reasonable steps necessary to minimize interference with Company's business and will provide Company with a copy of any written audit report. Company shall have the right to approve any third-party auditors, and will not unreasonably withhold, delay or condition such approval, provided that no third-party auditor that is a competitor or that has Affiliates that are competitors of Company will be allowed to conduct an audit at Company's data centers. The scope of such audits must be limited to the Customer network and may not include any shared environments that may affect other customers of Company. Customer will pay all costs of any audits conducted by its third-party auditor. If the audit reveals material inadequacies in Company's security measures, policies and procedures, and Company agrees with the audit report, Company will work with Customer to remediate or mitigate such inadequacies in accordance with the terms of any applicable Service Level Agreement.

5. SPECIFIC TERMS APPLICABLE TO SOFTWARE AND SECURE OFFICE SERVICES.

The following additional Terms and Conditions are applicable only to software and secure office Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 5, with respect to software and secure office Services only, the Terms and Conditions set forth in this Section 5 shall control.

5.1 **CUSTOMER ACKNOWLEDGEMENT.** With respect to Customer's use of Microsoft Office 365 and Other Software Services, Customer acknowledges through execution of this Agreement that Customer has read, understands, and agrees to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to <https://www.cspire.com/resources/docs/SoftwareResellServiceAgreement.pdf>.

5.2 **RIGHT TO MONITOR/AUDIT CLOUD SERVICES.** In addition to Company's right to audit Customer's usage under 1.2(e) of this Agreement, Company may monitor Customer's access to applicable services or environment for consistency under this Agreement and the Software Resale Service Agreement. As a result of any such audit, if services that pose a financial liability to Company are identified as utilized by Customer but not invoiced to Customer, Company reserves the right to invoice Customer for previously unbilled services up to one (1) year from the audit.

6. SPECIFIC TERMS APPLICABLE TO PRODUCTS.

The following additional Terms and Conditions are applicable only to Products purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 6, with respect to Products only, the Terms and Conditions set forth in this Section 6 shall control.

6.1 **QUOTATIONS.** Where this Agreement is used by Company to place a bid, the quotation stated herein is for prompt acceptance, and Company may change and/or withdraw without notice. Customer's prompt acceptance of all quotations is a material term of the bid and any subsequent Agreement. In cases where freight allowance is included in the quotation, Customer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Customer's shipping instructions.

6.2 DELIVERY. All prices are F.O.B. Vendor's plant, unless otherwise specified by Company in the Order. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt at Vendor's office of the purchase order. Acceptance of shipment by designated shipper, allocation of Products to Customer at premises other than Company's, delivery to Customer's representative or designee, or mailing of an invoice to Customer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Customer, subject to Company's right of stoppage in transit and to any interest of Company reserved to secure Customer's payment or performance, irrespective of any freight allowance or prepayment of freight. Products held subject to Customer's instructions, Products for which Customer has failed to supply shipping instructions, or in any case where Company, in its sole discretion, determines any part of Products should be held for Customer's account, Company may invoice for Products and Customer agrees to make payment at the maturity of the invoice rendered. Products invoiced and held at any location for whatever reason shall be at Customer's risk and Company may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Customer and paid for at contract prices and terms. When Customer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Company may, at its option, give notice in writing to Customer that Company is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In the absence of directions, Products will be delivered by the method and via carrier Company believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Customer will furnish and pay for necessary labor to unload and store Products. Customer must report any shortages within three (3) days of receipt of the initial shipment, or claims will be waived.

6.3 LOSS OR DAMAGE IN TRANSIT. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Customer, Company, at its sole discretion, may agree as a service to Customer to process Customer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Company within five (5) days after the receipt of Products. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. Customer shall note loss or damage on truck shipments upon delivery ticket returned to Company, or such claims shall be waived.

6.4 PARTIAL SHIPMENTS; PARTIAL PAYMENT. Company may make partial shipments of Products and payment for that portion will be due as provided on Company's Order or invoice document based on time of shipment.

6.5 CANCELLATION; CHANGES; RETURNS. In the event of a proper cancellation, change or return request from Customer under this Agreement, Company may, at its option: (a) charge Customer for any costs Company incurred prior to or as a result of such cancellation, change or return; (b) revise its prices and delivery dates to reflect such change; and (c) accept returned Products for credit if, in Company's sole discretion, it finds such Products to be standard stock and in good condition. The credit will be, in Company's sole discretion, either the invoice price less a percentage to be determined by Company, along with shipping and handling charges to be determined by Company. All returned Products must be securely packed by Customer to ensure that returned Products are not damaged during shipment.

6.6 DELAY IN OR PREVENTION OF PERFORMANCE. If there is a delay in delivery or prevention of performance caused by any Force Majeure Event, Company will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price of Products to reflect increases occasioned by such Force Majeure Event. Customer's acceptance of any Products will constitute Customer's waiver of any claim for damages on account of any delay in delivery of such Products. If delivery is delayed or interrupted by Force Majeure, Company may store the Products at Customer's expense and risk and charge Customer a reasonable storage rate. If Company is delayed because it is awaiting Customer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Customer's approval or acceptance of Products, Company will be entitled to an adjustment in price commensurate with any increase in Company's production costs and any other losses and expenses incurred by Company attributable to such delays.

6.7 **DEFERRED DELIVERY.** If Customer requests a deferred delivery on any Order and Company approves in writing, Company may charge Customer for the completed portion of the Order and warehouse all other Products at Customer's expense and risk of loss. As to any uncompleted portion of an Order, Company may, at its option, cancel said uncompleted portion in accordance with Section 6.5 above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

6.8 **SECURITY INTEREST.** To secure Customer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Customer to Company under this Agreement, Customer hereby grants Company a first-priority security interest, prior to all other liens and encumbrances, in all Products purchased under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Customer acknowledges that the security interest granted under this Section 6.8 is a purchase-money security interest under the Uniform Commercial Code of the State of Mississippi. Company may file a financing statement for the security interest and Customer shall execute any statements or other documentation, if necessary, to perfect Company's security interest in Products. Customer also authorizes Company to execute, on Customer's behalf, statements or other documentation, if necessary, to perfect Company's security interest in Products. Company is entitled to all applicable rights and remedies of a secured party under applicable law.

6.9 **CREDIT RISK ON RESALE TO END USERS.** If Customer purchases Products for resale to end-users, Customer is responsible for all credit risks regarding, and for collecting payment for, all Products sold to third parties. The inability of Customer to collect the purchase price for any Products so resold does not affect Customer's obligation to pay Company for any Products on the terms set forth herein.

6.10 **LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL COMPANY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. COMPANY WILL NOT BE LIABLE. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, MAY BE BROUGHT AGAINST COMPANY MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF PRODUCTS TO CUSTOMER.** In any contract by Customer for resale of Products, Customer will effectively disclaim, as against Company, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of Products, and will exclude, as against Company, any liability for any punitive, special, incidental or consequential damages.

7. SPECIFIC TERMS APPLICABLE TO CIRCUIT INSTALLATION FOR INTERNET/ VOIP SERVICES.

The following additional Terms and Conditions are applicable only to the installation of circuits for Internet or VoIP services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 7, with respect to circuits and their installation, the Terms and Conditions set forth in this Section 7 shall control.

7.1 **CIRCUIT INSTALLATION.** Company is building a custom-designed and engineered circuit to provide high speed fiber optic internet and/or Voice over Internet Protocol (VoIP) service to Customer's business. Installation and deployment costs to deliver Company fiber internet are significant and based on the completion of the tasks bulleted below. The deployment estimates below are only approximate, impacted by several variables, and cannot be guaranteed for a specific service delivery date.

7.2 STANDARD DEPLOYMENT STEPS - VOICE ONLY SERVICE.

- Estimated Deployment Timeline - 45 days from order acceptance by Company. Customer must have confirmation of acceptable internet service and bandwidth required.
- Site Survey - A Company technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- Customer Premise Equipment Configuration - Design and build routers and switches for installation.
- Phone Installation - A scheduled day to install phones and other needed equipment.
- Phone Number Port - Moving phone numbers from current carrier to Company. Porting is estimated to complete approximately 5 -10 business days after the new Company phones are installed.

7.3 STANDARD DEPLOYMENT STEPS - INTERNET VIA FIBER OPTIC CABLE.

- Estimated Internet Fiber Deployment Date - 90 calendar days from order acceptance by Company.
- Estimated Voice Services Deployment - 15 - 25 days after Internet installation (see steps above).
- Field Survey - An engineer will determine the best route to Customer premise and determine verification of conduit, easements, right of ways, etc.
- Engineering Drawings - CAD drawings for construction and permit application with city, county, DOT, etc.
- Permitting - Working with agencies to approve construction.
- Construction - Trench or bore fiber optic cable.
- Fiber Splice - Connectivity of fiber to Company's network/Customer premise.
- Engineering/Field Services - Program and deploy electronics for service.

7.4 ADDITIONAL CIRCUMSTANCES THAT MAY CAUSE DELAY TO DEPLOYMENT.

- Delay by governing city/state organizations for permit approval.
- Obtaining required permits to cross rivers or railroad tracks (up to 1 year).
- Obtaining required permits to cross federal interstate routes.
- Delays due to long periods of bad weather delaying physical construction.
- Delays due to material or labor shortages
- Delays due to Customer readiness

7.5 EQUIPMENT AND CONSTRUCTION COSTS - PAYMENT. In reliance upon Customer's agreement to receive fiber services, Company will expend considerable capital expense to commence deployment to your business. Customer acknowledges that the construction and equipment cost to deliver Company fiber internet/VoIP service to Customer's business is significant, and Customer agrees to begin paying for such cost through regular monthly billing within 60 days after installation is complete. Otherwise, full payment for the construction and equipment portion of the total payment to be made during the Term will be due within 60 days of installation (but Customer's monthly recurring cost for Service will be lowered accordingly).

7.6 BUSINESS RELOCATION; BUSINESS SALE; TERMINATION OF SERVICES.

- This is a custom-designed and engineered Service for the sole use of the business named in the Order at the specific business address at the time of installation.
- Customer must complete the full Service Term, otherwise Customer will be subject to Early Termination Fees (ETFs).
- The relocation, sale or closure of the business for the location in which the Service is delivered will result in Early Termination Fees (ETFs), unless the Service is otherwise assigned, with the permission of Company, to a new business entity willing to assume a new contract for Service at said location, or unless Customer purchases another Service from Company for a new location that is of the same or greater total contract value consistent with Section 1.2 (f).
- Since this is a custom-designed and engineered Service to a specific location, it cannot be moved or relocated to a new address without the full process of the initial installation as described above being completed and a new corresponding Service Agreement being entered into by Customer.

8. SPECIFIC TERMS APPLICABLE TO PROFESSIONAL SERVICES.

The following additional Terms and Conditions are applicable only to Professional Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 8, with respect to Professional Services only, the Terms and Conditions set forth in this Section 8 shall control.

8.1 DEFINED TERMS. "Deliverables" means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Company in the course of performing the Professional Services, including any items identified as such in an Order. "Milestone" means an event or task described in an Order which shall be completed by the relevant date set forth in the Order. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Professional Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement.

8.2 PERFORMANCE OF PROFESSIONAL SERVICES. The Company is not required to perform the Professional Services during a fixed hourly or daily time. If the Professional Services are performed at the Customer's premises, the Company's time spent at the Customer's premises will be within the Company's sole discretion, subject to the Customer's normal business hours and security requirements. The Company shall not be required to devote the Company's full time nor the full time of the Company's staff to the performance of the Professional Services. Except to the extent that the Company's work must be performed on or with Customer's equipment, systems, cabling, software, or facilities, all materials used in providing the Professional Services shall be provided by the Company.

8.3 COMPANY'S OBLIGATIONS. Company shall: (a) before the date on which Professional Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Professional Services; (b) comply with, and ensure that all Company personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Professional Services under this Agreement. During the Term, upon Customer's written request, Company shall allow Customer or Customer's representative to inspect and make copies of such records; provided that any such inspection shall take place during regular business hours no more than once per year and Customer provides Company with at least ten (10) business days' advance written notice; and (d) require all subcontractors to be bound by the confidentiality and intellectual property assignment or license provisions of this Agreement.

8.4 CUSTOMER'S OBLIGATIONS. Customer shall: (a) cooperate with Company in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Representative"); (b) provide such access to Customer's premises, and such office accommodations and other facilities as may reasonably be requested by Company, for the purposes of performing the Professional Services; (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Professional Services in accordance with the requirements of this Agreement; and (d) provide such information and access to Customer personnel as Company may request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and (e) obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Professional Services before the date on which the Professional Services are to start. If Company's performance of its obligations under this Agreement

is prevented or delayed by any act or omission of Customer, Customer personnel, or Customer's agents, subcontractors or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8.5 TERMINATION. In addition to the termination rights and obligations set forth in Section 1, either Party, in its sole discretion, may terminate this Agreement for Professional Services, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. Upon expiration or termination of this Agreement for any reason: (a) Company shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid and all materials delivered by Customer to Company; and (ii) promptly remove any Company equipment located at Customer's premises, and (b) Customer shall promptly pay to Company all amounts for Professional Services rendered to Customer. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Customer may retain copies of any Confidential Information, including Pre-Existing Materials, of Company solely to the extent necessary to allow it to make use of the Professional Services and any Deliverables.

8.6 ADDITIONAL PAYMENT TERMS. (a) Time and Material Basis. Where Professional Services are provided on a time and materials basis: (i) the fees payable for the Professional Services shall be calculated in accordance with Company's hourly fee rates for the Company personnel set forth in the Order; and (ii) Company shall issue invoices to Customer monthly for its Fees for time for the immediately preceding month; (b) Fixed Fee Basis. Where Professional Services are provided for a fixed price, the total Fees for the Professional Services shall be the amount set out in the Order. The total price shall be paid to Company in installments, as set out in the Order, and, where conditioned on the achievement of any Milestone, upon the occurrence of such Milestone. At the end of a period specified in the Order in respect of which an installment is due, Company shall issue invoices to Customer for the Fees that are then payable; and (c) Block Billing. Where Professional Services are provided on a block billing basis, Company shall invoice Customer upfront for a fixed block of hours at an hourly rate based on the pre-set block of hours selected by Customer in the Block Rate Agreement. Unused time expires 18 months from purchase.

END OF MASTER TERMS AND CONDITIONS

Why C Spire is the right partner for you

You're here to win. So why go it alone? With C Spire, you get technology solutions to grow and protect your business at every turn, backed by our team of certified engineers who are always on and always ready to help you execute with confidence. As your IT partner, we also deliver up-to-the-minute insight to help you stay ahead of every IT challenge, providing the solutions you need now and flexibility to adapt to what's next.

Our Expertise

With over 200 certified engineers at the ready, you can connect with resources who know your field, from finance to healthcare to the public sector. We'll work with your team to deliver the best solutions for your IT goals. Because "one size fits all" just doesn't cut it.

Our Solutions

Gain access to a wide range of best-in-class solutions to help your business dominate day in and day out. Here are some of the services we can offer.

Internet & Network Connectivity

Gain the ultra-fast internet, reliability and bandwidth your business needs to keep running at its best — no data caps or throttling. Plus, with professional on-site installation and flexible scheduling, you get

- Gigabit business fiber internet
- Over 19,000 miles of fiber
- Dedicated, in-region support
- 24/7 monitoring for constant uptime

Collaboration

Give your teams the tools to collaborate securely on any device anywhere with C Spire Voice with WebEx, your all-in-one unified communications solution.

- **Call** — Swap between desk phone, smartphone, tablet or computer with the same core experience on every device.
- **Message** — Connect your internal and external teams with smarter, easier messaging for instant collaboration across apps.
- **Meet** — Join secure virtual meetings with streamlined cloud integration for calendaring, screen sharing, and more.

Desk & Conference Phones

Get industry-leading business phones that set the standard for performance and premium features. Available as part of your service package or for purchase.

Cloud Contact Center

Gain a robust hosted call-center platform with all the features you need to handle calls efficiently. Ideal for businesses that have call centers with 20 or more agents.

Microsoft 365

Make sure you get the most from Microsoft's industry-leading tools and applications with access to our flexible plan offerings and intuitive self-service platform.

- **Expert Advice** — Get help selecting plans and maximizing your ROI to manage costs while you keep your employees connected and productive.
- **Easy Migration** — Let our experts address any questions and concerns and help make switching to Microsoft 365 as seamless as possible.
- **Self-Service** — Control your Microsoft 365 plan your way with easy-to-use tools to manage your users, groups, permissions and licenses.

- **Office 365** — Enhance your productivity with always-up-to-date applications for email, calendaring, data storage, analytics, file sharing and more.

Cloud Solutions

Upgrade your data capabilities with the power of the C Spire Cloud, built for unparalleled security and availability. We'll help you find the right solutions for your challenges, from outgrowing infrastructure to limited resources for managing data and applications.

- **Hyperscale Cloud** — Connect over a network of world-class edge locations for a full suite of low-latency deployment cloud services.
- **Private Cloud** — Gain highly available service through dedicated computers, storage and networking, managed by expert engineers.
- **Hybrid Cloud** — Get the best of public and private clouds in one customizable solution — flexible, efficient and cost-effective.
- **AWS/Azure Integration** — Make the cloud simple with access to all the resources you need via Amazon Web Services (AWS) and Azure Integration Services.
- **Virtual Data Center** — Create custom virtual servers for on-demand server power and unparalleled flexibility to evolve with your IT needs.

Data Center Services

Connect to our five owned and operated C Spire Data Centers around the Southeast, as well as resources from our network of nationwide partners. From public hosting to certified Tier III, we'll help you find the right option for your data storage.

- **Colocation** — IT professionals turn to C Spire when they want to utilize their current equipment and staff to manage and maintain infrastructure, but need to house it in a secure, cutting-edge facility.
- **Private Cloud** — Get the same level of control you expect from on-premises data storage with the scalability and accessibility only the cloud can offer.

Key data center features include:

- Multi-layered redundancy and robust data replication grid
- Verified ID through keycards and biometric screening
- Copper grounding, overhead power, HVAC controls, ionized humidifiers, ductless A/C and cold water chilling

Resale & Professional Services

When it comes to technology, getting the best of the best matters. It's why C Spire gives you access to the top value-added hardware and software from industry leaders, along with experienced, vendor-certified engineers. Our team trains on the latest technologies so yours doesn't have to, ensuring smooth, stress-free completion of even the most complicated projects. Since we specialize in managed IT and professional services, you can also easily add management or support for any of your equipment to make C Spire your one-stop IT shop.

Our Partners

At C Spire, high standards come standard. You get access to the top technology, expertise and partner-level discounts because we work tirelessly to earn top certifications of leading tech companies like Cisco, Dell, Microsoft, Rubrik and Palo Alto. Partner with us and know your business can always expect the best.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, June 3, 2025
Re: Acknowledge bids received on May 22, 2025, for the 4121B HCAC Renovation 2024 project and accept the bid of Jay-Van Company, LLC as the best bid received and authorize execution of contract upon preparation.
File Number: 2025-450
Minute Book #

Summary

Acknowledge bids received on May 23rd, 2025, for the 4121B HCAC Renovation 2024 project and accept the bid of Jay-Van Company, LLC as the best bid received and authorize execution of contract upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.

May 23, 2025

Re: HCAC Renovations 2024
Hattiesburg, Mississippi
CN 24-4121B

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Attn: Mr. Toby Barker, Mayor

Dear Mr. Barker:

This letter shall serve as our acknowledgement that the apparent low bidder for the above referenced project, Jay-Van Company, LLC holds valid and current Certificate of Responsibility Number 01847-MC with the Mississippi State Board of Contractors and has provided to you a bid bond in accordance with the Bid Security requirements.

Based on the above facts, we anticipate that the Contractor can fulfill the duties of the proposed Contract for Construction. In accordance with the specifications, we have requested additional information regarding the costs, products, and subcontractors the low bidder intends to employ. We will provide this supplemental information under separate cover.

Attached, please find the certified Bid Tab result and the supporting documentation as submitted for all bidders for your information and use.

If you have any questions, please feel free to contact the office.

Respectfully,



Shane Germany, AIA
Principal Architect

HCAC RENOVATIONS 2024								
HATTIESBURG, MISSISSIPPI								
PROJECT NUMBER: CN 24-4121B BID DATE: May 22, 2025								
CONTRACTOR	Resp. No.	Number of Days	BASE BID	Add Alternate #1: HVAC UNIT - 20 TON	Add Alternate #2: HVAC UNIT - 10 TON	Add Alternate #3: OVERHEAD COILING DOOR D106	Add Alternate #4: OVERHEAD COILING DOOR D107	TOTAL
B.W. Sullivan Contractors, Inc.	04203-MC	150	\$288,500.00	\$95,800.00	\$51,900.00	\$31,000.00	\$29,000.00	\$496,200.00
Codaray Construction, LLC	22429-MC		NO BID					
Hanco Corporation	10558-MC	240	\$340,500.00	\$94,000.00	\$51,000.00	\$18,000.00	\$13,000.00	\$516,500.00
Jay-Van Company	01847-MC	100	\$267,000.00	\$82,000.00	\$42,000.00	\$13,000.00	\$11,000.00	\$415,000.00
JW Chain Contractors, LLC	24496-MC	119	\$456,780.00	\$110,313.00	\$50,200.00	\$17,900.00	\$18,978.00	\$654,171.00
Phoenix Construction LLC	19024-MC	180	\$297,000.00	\$151,000.00	\$76,000.00	\$9,800.00	\$7,600.00	\$541,400.00
Twin L. Construction, Inc.	08365-MC	90	\$346,600.00	\$120,240.00	\$63,180.00	\$24,330.00	\$25,530.00	\$579,880.00

I certify that the above is a true and accurtate tabulation of bids on the above refereneced project: _____





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, June 3, 2025
Re: Ratify the engagement of The Arbitrage Group, Inc., to provide calculations of arbitrage earnings for the Series 2019, Special Obligation Bonds and authorize issuance of a manual check for the service.
File Number: 2025-447
Minute Book #

Summary

Ratify the engagement of The Arbitrage Group, Inc., to provide calculations of arbitrage earnings for the Series 2019, Special Obligation Bonds and authorize issuance of a manual check for the service.

Recommendation Statement

I recommend that this engagement letter be ratified.

Please place this on the June 3, 2025 City Council meeting for consideration.



The Arbitrage Group, Inc.

PO Box 82
Hudson, Wisconsin 54016

Telephone 715 386 8044

www.thearbitragegroup.com

May 19, 2025

Ann Jones
Chief Administrative Officer
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

Dear Ms. Jones:

We are pleased to submit this engagement letter, which describes the assistance we will provide to the City of Hattiesburg, Mississippi ("Borrower") regarding the calculation of arbitrage earnings for the \$29,850,000 Mississippi Development Bank, Special Obligation Bonds, Series 2019 (Hattiesburg, MS General Obligation Bond Project) ("Bonds"). This letter provides our understanding of the needs of the Borrower, lists the information that is to be provided to The Arbitrage Group, Inc. ("The Group") to compute the arbitrage earnings amount, and describes the procedures to be performed. The Borrower needs to determine the arbitrage earnings amount for the Bonds for the periods from March 7, 2019 to the past-due March 7, 2024 Installment Computation date and cumulatively to the interim May 1, 2025 computation date (collectively, the "Computation Period"). The arbitrage earnings amount is the difference between:

- a. The actual earnings on nonpurpose investments purchased with gross proceeds of the Bonds during the Computation Period, and
- b. The earnings which would have been earned during the Computation Period on nonpurpose investments if such investments had been invested at a rate equal to the yield on the Bonds.

The Borrower will be responsible for either providing or authorizing The Group with the applicable documentation required to calculate the arbitrage earnings amount. This documentation generally includes:

- i. IRS Form 8038, Tax Agreement; and Offering Document (received); and
- ii. Bank statements for each fund with gross proceeds of the Bonds ("Investment Activity").

Utilizing the information provided above, the following procedures will be applied by The Group:

- (1) Review the documents associated with the issuance of the Bonds to identify key characteristics of the Bonds and the related arbitrage requirements, including that: (i) the Bonds are one overall issue for tax purposes; (ii) there are no transferred proceeds of the Bonds; (iii) the yield is fixed rate without the presence of expected qualified guarantee or qualified hedge amounts; (iv) there is no invested reserve or similar pledged fund(s) that constitute includable replacement proceeds; and (v) all bank-held funds were uncommingled expected to have been substantially allocated for allowable costs prior to the end of the initial three-year unrestricted temporary period;
- (2) Review the Investment Activity and determine that all such information has been provided and Borrower-provided or authorized information and representations;
- (3) Calculate the bond yield from the Offering Document for use in updating these calculations;



The Arbitrage Group, Inc.

City of Hattiesburg, Mississippi
Ann Jones, Chief Administrative Officer
May 19, 2025
Page 2

- (4) Assemble schedules of investment activity for each fund/account subject to the arbitrage rebate requirements and calculate the arbitrage earnings amount for the Computation Period (with respect to the Bond Fund(s) assume such fund(s) operated as an excludable bona fide debt service fund);
- (5) Prepare a report of our findings, which includes a summary of the information and computational assumptions affecting the calculations; and
- (6) Complete quality reviews of the report and the supporting documentation and issue our report to the Borrower along with IRS Form 8038-T if applicable and tailored instructions.

The successful completion of this engagement will require close coordination between the personnel resources of the Borrower and The Group. We will assign a Project Director for this engagement to coordinate engagement activities and we would like the Borrower to do the same. We anticipate successful completion of this engagement within two (2) weeks or less of receipt of all required information previously detailed. We will have no obligation to update our report or to check any revised calculations because of events and transactions occurring subsequent to the date of our report. Our arbitrage engagement is specifically not designed to detect theft, fraud, or internal control weaknesses.

Our report is to be issued solely for your information and assistance and is not to be quoted or referred to in other documents without our prior written consent. It is assumed that all of the appropriate documentation is available in a concise, organized, and complete manner, and that we will have access to the individuals responsible for providing the investment/expenditure information. Failure to timely provide the needed bank statement activity in this regard may result in The Group's decision to withdraw from this engagement prior to completion of our proposed services. Based on these assumptions, we estimate the fees for the defined Computation Period to not exceed \$5,000. These fees would include any out-of-pocket expense incurred by us.

We look forward to working with you on this project. If you have any questions regarding this engagement, please do not hesitate to call me at (715) 386-8044 or gichel@thearbitragegroup.com. To signify your acceptance, please return a signed copy of this letter.

Very truly yours,
The Arbitrage Group, Inc.

Gregory A. Ichel, Principal

Accepted by: City of Hattiesburg, Mississippi

By:

Title: Mayor - City of Hattiesburg

Date: 5/19/2025



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, June 3, 2025
Re: Acknowledge receipt of the Two-Quote Docket.
File Number: 2025-438
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of April 25, 2025 through May 21, 2025, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of April 25, 2025 through May 21, 2025, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgment on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the June 3, 2025 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
MSP ENTERPRISES, LLC	2503189	\$ 5,692.00	EXTERIOR WINDOWS - TRIM - 213 S 11TH AVE
CHASE CO CONSTRUCTION		\$ 7,890.00	
POWELL CONSTRUCTION SERVICES INC	2503200	\$ 16,472.00	RELOCATION OF TORNADO SIREN
PRECISION COMMUNICATION		\$ 18,875.00	
PLUMBING PLUMBING INC	2503311	\$ 7,356.46	PLUMBING - 515 COLUMBIA ST
BILL'S PLUMBING		\$ 9,746.89	
JIM SERVICES SMITH	2503321	\$ 7,043.00	TRAIN DEPOT A/C REPAIR
ESSCO HEATING & AIR		\$ 9,300.00	
GILKEY ELECTRIC SUPPLY CO INC	2503336	\$ 12,466.30	LIGHTING REPAIR PARTS
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		\$ 15,187.58	
ENMON ENTERPRISES LLC DBA JANI-KING	2503373	\$ 13,080.00	JANITORIAL SERVICES
HEAVENLY CLEANING LLC		\$ 15,300.00	
AB SUPPORT SERVICES		\$ 19,080.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2503189

ITEM EXTERIOR WINDOWS – TRIM – 213 S 11TH AVE

BID #1

WINNING MSP ENTERPRISES, LLC

BID

AMOUNT \$5,692.00

BID #2

COMPANY CHASE CO CONSTRUCTION

BID

AMOUNT \$7,890.00

BID #3

COMPANY _____

BID

AMOUNT _____

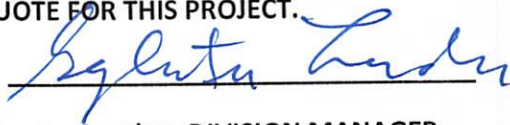
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 3718
MSP ENTERPRISES, LLC
683 R V LINDLEY ROAD
MOSELLE, MS 39459

Purchase Order

Fiscal Year 2025

Page 1 of 1

Purchase Order Number **02503189**
Purchase Order Date 05/08/2025
Department URBAN DEVELOPMENT

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MSP.ENT@AOL.COM	3718	2502765	Rachel Viescas	

NOTES

EXTERIOR WINDOWS - TRIM - 213 S 11TH AVE/TWO QUOTE

Deliver invoice to Rachel Viescas or email to rviescas@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	EXTERIOR WINDOWS REPAIR - TRIM - 213 S 11TH AVE GL #: 001180 - 604900	1.0000	EACH	\$5,692.0000	\$5,692.00

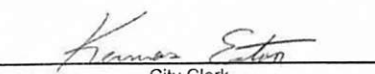
SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

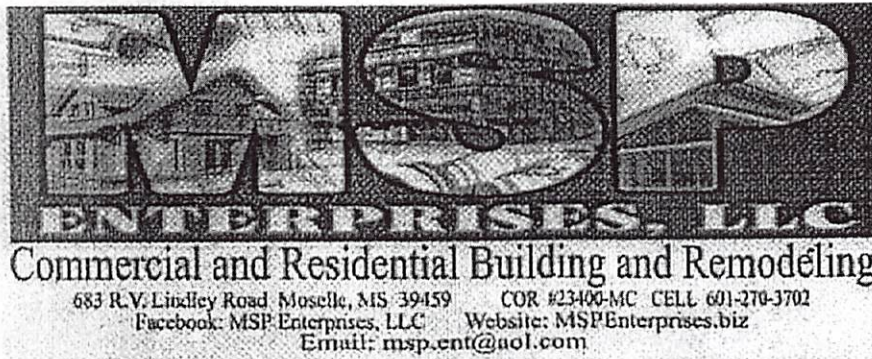
Total Ext. Price

\$5,692.00

Purchase Order Total

\$5,692.00


City Clerk



April 29, 2025

City of Hattiesburg
Purchasing Division
P. O. Box 1898
Hattiesburg, MS 39403-1898

213 So. 11th Avenue

WORK PROPOSAL

DESCRIPTION OF WORK

PRICE

Exterior Trim

\$5,692

The scope of this project includes the removal and replacement of existing trim around all designated exterior windows. New trim shall be Hardie board of matching dimensions to ensure a consistent appearance with the current design. All joints, seams, and gaps will be sealed using a high-quality, paintable exterior sealant to ensure weather resistance and durability.

Following installation and sealing, the new trim will be primed and painted to match the existing exterior color scheme. All materials and workmanship shall comply with the applicable provisions of CDBG Manual and the International Residential Code (IRC), particularly as they relate to the structural integrity and weatherproofing of exterior building components.

TOTAL BID

\$5,692

DELIVERY DATE

10 Days from
approval

PRICE EXPIRATION

45 Days

Respectfully Submitted,

Michael Patterson
MSP Enterprises





COVER SHEET

DATE: April 29, 2025

TO: Chase Co Construction

PHONE: (601) 466-4857

EMAIL: wspates@southern solarconsulting.com

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE
RETURNED ON OR BEFORE THE DATE AND TIMES INDICATED.**

DO NOT HESITATE TO CALL Kendrick Laster at (601)466-3087 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Kendrick J. Laster
Urban Development
Community Development
Email: klaster@hattiesburgms.com

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS.

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
P. O. Box 1898
Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN PURCHASING DEPARTMENT NO LATER THAN

5:00 P.M. ON Friday, May 02, 2025

CONTACT PERSONS: Kendrick J. Laster (601)466-3087

SPECIFICATIONS

Repair work is to commence ASAP for the following property addresses:

213 So. 11th Avenue

Scope of work:

Exterior Trim

The scope of this project includes the removal and replacement of existing trim around all designated exterior windows. New trim shall be Hardie board of matching dimensions to ensure a consistent appearance with the current design. All joints, seams, and gaps will be sealed using a high-quality, paintable exterior sealant to ensure weather resistance and durability.

Following installation and sealing, the new trim will be primed and painted to match the existing exterior color scheme. All materials and workmanship shall comply with the applicable provisions of CDBG Manual and the International Residential Code (IRC), particularly as they relate to the structural integrity and weatherproofing of exterior building components.

Complete Estimate Total: \$7890.00

Total Bid Brice: \$7890.00

Delivery Date: Within 1 Week of Acceptance

Price Expiration: 60 Days

Wilbert C. Gates 5/1/2025

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2503200

ITEM RELOCATION OF TORNADO SIREN

BID #1

WINNING POWELL CONSTRUCTION SERVICES INC

BID

AMOUNT \$16,472.00

BID #2

COMPANY PRECISION COMMUNICATION

BID

AMOUNT \$18,875.00

BID #3

COMPANY _____

BID

AMOUNT _____

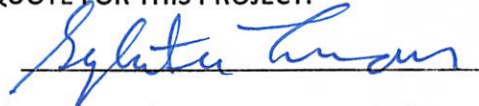
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **02503200**
Purchase Order Date **05/09/2025**
Department **ENGINEERING**
Required By **05/09/2025**

Vendor 3953
POWELL CONSTRUCTION SERVICES INC
15461 NORTHRUP CEUEVAS RD
GULFPORT, MS 39503

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	TRAFFICLIGHT2001@AOL.COM	3953	2502775	Angela Donald	

NOTES

RELOCATION OF TORNADO SIREN

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	RELOCATION OF TORNADO SIREN FROM 100 W 7TH ST TO FIRE STATION #1 - 2 QUOTE PLEASE EMAIL COPY OF INVOICE TO ADONALD@HATTIESBURGMS.COM GL #: 075695 - 601500	1.0000	EACH	\$16,472.0000	\$16,472.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$16,472.00

Purchase Order Total \$16,472.00

City Clerk

Powell Construction Services, Inc.

***** Helping the State of Mississippi Direct and Light up our future *****

Owner: City of Hattiesburg **15461 Northrup Cuevas Rd**
Atten: Marybeth Bergin **Gulfport, Ms. 39503**
Phone: 601-545-4540 **Fax: 888-611-8858**
Fax: N/A **Cell: 228-217-8041**
Job Name: Relocation of tornado siren from 100 W 7th St to **E-Mail: Trafficlight2001@aol.com**
Fire Station #1 located at 810 Main St. Price should
include labor and equipment necessary
to relocate the pole, siren, and associated equipment
and return to full operation.

MDOT Project No: N/A

Location: City of Hattiesburg

Date of Bid: 5/6/2025

Bid Time: N/A

Estimator: William Powell

Sent Quote out: 5/6/2025
Time E-mailed: 1510hrs

Ref. No.	Pay Item No.	Base Bid Description	Approx. Quantity	Unit	Unit Price	Total Cost
1	N/A	Relocation of Existing Tornado Siren System	1	ls	16,472.00	16,472.00
Total Job Quote:						16,472.00

Special Notes:

- 1). The above work can be accomplish day or night depending on the Contractors work schedule. All work will be preformed according to MDOT specifications.
- 2). Price includes all labor, limited materials and equipment to relocate an existing Tornado siren system mounted on existing 55ft pole located at 100 W 7th St and relocate to Fire Station #1 located at 810 Main St.
- 3). Price above includes new 100 amp Metering service.
- 4). Above quote is good for 45days from above date
- 5). Wireless Communication is not included in the above Job Quote
- 6). If this job quote is approved and once a former PO has been issue PCS will schedule the work within 2 weeks of

Project Estimator

William E. Powell





PREMIER DEALER
30377 HWY 278 WEST
Aberdeen, MS 39730



P.O. BOX 298 - AMORY, MS. 38821

Quote / ESTIMATE

NAME:

PHONE:

601-545-4540

EMAIL:

mbergin@hattiesburgms.com

SHIPPING ADDRESS:

CITY:

STATE:

ZIP:

PURCHASE ORDER

DB #

DATE: 5/5/25

NAME: CITY OF HATTIESBURG

ATTN: Marybeth Bergin

BILING ADDRESS:

CITY:

STATE:

ZIP:

David Butts
CELL - 205-456-8085
EMAIL - david.butts.precision@gmail.com

Customer is responsible for sales and/or use taxes if applicable.

ITEM #	QTY	MODEL #	DESCRIPTION	PRICE EA	EXTENDED
1	1		Bid includes:	\$ 18,875.00	\$ 18,875.00
2			Removal of (1) existing pole and siren.	\$	-
3			Reinstallation of existing pole and siren at new location.	\$	-
4			Installation of underground service feeder to closest transformer	\$	-
5			from new siren meter base.	\$	-
6			Equipment - 1 bucket, 1 digger, 1 pole trailer, 1 crew truck, and 1 material trailer.	\$	-
7			Testing siren for proper operation.	\$	-
8				\$	-
9				\$	-
10				\$	-
11				\$	-
12				\$	-
13				\$	-
14				\$	-
15				\$	-
16				\$	-
17				\$	-
18				\$	-
19				\$	-
20				\$	-
21				\$	-
22				\$	-
23				\$	-
24				\$	-
25				\$	-
26				\$	-
27				\$	-
28				\$	-
29				\$	-
30				\$	-
31				\$	-
32				\$	-
33				\$	-
34				\$	-
35				\$	-
36				\$	-
37				\$	-
38				\$	-
39				\$	-
40				\$	-
41				\$	-

SPECIAL INSTRUCTIONS:

If paying by Credit Card, there will be a 4% fee on total Order.
Invoices are to be paid no later than 30 days after receipt. Payment
Payments not made within 30 days will incur a 5% late fee
each month until the invoice is paid. Customer agrees to pay all
of Precision Communications' costs of collection, including
attorney fees, incurred as a result of nonpayment.

SYSTEM SUB TOTAL

\$ 18,875.00

TAX

SHIPPING

LABOR/INTALLATION/OPTIMIZATION

SYSTEM TOTAL

\$ 18,875.00

Accepted By: Date:

Authorized Customer Representative



CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2503311

ITEM PLUMBING – 515 COLUMBIA ST

BID #1

WINNING PIERCE PLUMBING INC

BID

AMOUNT \$7,356.46

BID #2

COMPANY BILL'S PLUMBING

BID

AMOUNT \$9,746.89

BID #3

COMPANY _____

BID

AMOUNT _____

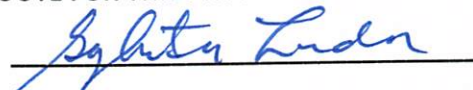
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Page 1 of 2

Purchase Order Number **02503311**
Purchase Order Date **05/15/2025**
Department **URBAN DEVELOPMENT**

FID 64-6000432

Vendor 3905
PIERCE PLUMBING INC
1518 N MAIN ST
HATTIESBURG, MS 39401-1972

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	PIERCEPLUMBINGSALES@GMAIL.COM	3905	2502876	Rachel Viescas	

NOTES

ADD-ON - PLUMBING - 515 COLUMBIA ST - TWO QUOTE

Email invoice to rviescas@hattiesburgms.com CC djohnson@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TOTAL LABOR CHARGE GL #: 001180 - 604900 \$4,200.00	1.0000	EACH	\$4,200.0000	\$4,200.00
2	BUILDING PERMIT/INSPECTION GL #: 001180 - 604900 \$150.00	1.0000	EACH	\$150.0000	\$150.00
3	TRACKHOE GL #: 001180 - 604900 \$275.00	1.0000	EACH	\$275.0000	\$275.00
4	4" PER FT PVC DWV S40 PE PIPE GL #: 001180 - 604900 \$800.00	100.0000	EACH	\$8.0000	\$800.00
5	4 PVC DWV COUP GL #: 001180 - 604900 \$88.00	4.0000	EACH	\$22.0000	\$88.00
6	4 DWV 2-WAY C/O GL #: 001180 - 604900 \$75.46	1.0000	EACH	\$75.4600	\$75.46
7	4 PVC DWV WYE GL #: 001180 - 604900 \$300.00	4.0000	EACH	\$75.0000	\$300.00
8	4 PVC DWV 45 ELL GL #: 001180 - 604900 \$210.00	6.0000	EACH	\$35.0000	\$210.00
9	6 CL PVC X 4 CI PVC FERNCO GL #: 001180 - 604900 \$60.00	1.0000	EACH	\$60.0000	\$60.00
10	4" CI PVC X 4 CI PVC FERNCO GL #: 001180 - 604900 \$72.00	3.0000	EACH	\$24.0000	\$72.00
11	4 DWV FEMALE ADPT	2.0000	EACH	\$29.0000	\$58.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$7,356.46

Purchase Order Total **\$7,356.46**

City Clerk

Purchase Order

Page 2 of 2

Purchase Order # 02503311

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	GL #: 001180 - 604900	\$58.00				
12	2 DWV SCH40 PIPE		40.0000	EACH	\$7.0000	\$280.00
	GL #: 001180 - 604900	\$280.00				
13	4X4X2 PVC DWV WYE		6.0000	EACH	\$45.0000	\$270.00
	GL #: 001180 - 604900	\$270.00				
14	2 PVC DWV P TRAP		3.0000	EACH	\$26.0000	\$78.00
	GL #: 001180 - 604900	\$78.00				
15	2 CI PVC X 2 CI PVC FERNCO		2.0000	EACH	\$12.0000	\$24.00
	GL #: 001180 - 604900	\$24.00				
16	2 PVC DWV 45 ELL		6.0000	EACH	\$11.0000	\$66.00
	GL #: 001180 - 604900	\$66.00				
17	2 PVC DWV COUP		4.0000	EACH	\$7.0000	\$28.00
	GL #: 001180 - 604900	\$28.00				
18	2X1-1/2 PVC DWV SXH FLUSH BUSH		2.0000	EACH	\$8.0000	\$16.00
	GL #: 001180 - 604900	\$16.00				
19	2 PVC DWV 90 ELL		6.0000	EACH	\$11.0000	\$66.00
	GL #: 001180 - 604900	\$66.00				
20	2 CI PVC X 2 CI PVC FERNCO		2.0000	EACH	\$12.0000	\$24.00
	GL #: 001180 - 604900	\$24.00				
21	4 PVC DWV 90 ELL		4.0000	EACH	\$45.0000	\$180.00
	GL #: 001180 - 604900	\$180.00				
22	ITEM TBD		1.0000	EACH	\$36.0000	\$36.00
	GL #: 001180 - 604900	\$36.00				

Total Ext. Price \$7,356.46

Purchase Order Total \$7,356.46

PIERCE PLUMBING HEATING & AIR

Pierce Plumbing Heating & Air
1518 N Main Street
Hattiesburg, Mississippi 39401-1972
(601) 545-3510

Estimate 40769019
Estimate Date 4/8/2025

Billing Address
CITY OF HATTIESBURG ACCOUNTING DEPT
P.O. BOX 1898
HATTIESBURG, MS 39403-1898 USA

Job Address
515 COLUMBIA ST
515 Columbia Street
Hattiesburg, MS 39401 USA

Description of work

THIS ESTIMATE IS TO REPLACE SEWER LINE UNDER HOUSE AND IN FRONT YARD ONLY

ALL WORK WILL BE DONE IN CRAWL SPACE OF HOUSE. NO WORK WILL BE DONE INSIDE OF HOUSE

NEW PIPING WILL CONNECT TO EXISTING PLUMBING VENTS AND FIXTURE DRAINS UNDER HOUSE

A MINI EXCAVATOR WILL BE USED TO INSTALL NEW SEWER PIPING IN FRONT YARD

THIS ESTIMATE "DOES NOT" INCLUDE THE REPAIRING OR REPLACING OF ANY LANDSCAPING THAT MAY BE DAMAGED OR REMOVED DUE TO THE WORK BEING DONE

MS811 WILL BE CONTACTED TO MARK UNDERGROUND UTILITIES BEFORE WORK CAN BEGIN

CUSTOMER WILL BE PLACED INTO OUR WORK SCHEDULE WHEN ESTIMATE IS ACCEPTED

OUR SERVICE MANAGER WILL CONTACT CUSTOMER TO SCHEDULE THE WORK

A CITY PERMIT IS REQUIRED TO REPLACE SEWER LINE IN FRONT YARD. A CITY INSPECTOR WILL INSPECT PLUMBING BEFORE BURIAL.

NEW SEWER WILL TERMINATE AT CITY SIDEWALK. A CLEAN OUT WILL BE ADDED NEAR THE HOUSE

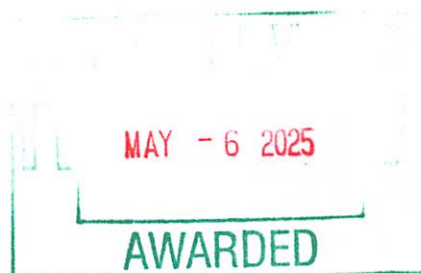
Service #	Description	Quantity	Your Price	Total
TOTAL LABOR CHARGE	TOTAL LABOR CHARGE	1.00	\$4,200.00	\$4,200.00
BUILDING PERMIT/INSPECTION	BUILDING PERMIT/INSPECTION	1.00	\$150.00	\$150.00
Trackhoe	Use of trackhoe.	1.00	\$275.00	\$275.00
4" PER FT PVC DWV S40 PE PIPE	4" DWV PER FOOT	100.00	\$8.00	\$800.00
4 PVC DWV COUP	4" DWV COUPLING	4.00	\$22.00	\$88.00
4 DWV 2-WAY C/O	4" DWV 2-WAY CLEANOUT	1.00	\$75.46	\$75.46
4 PVC DWV WYE	4" DWV WYE	4.00	\$75.00	\$300.00
4 PVC DWV 45 ELL	4" DWV 45 ELL	6.00	\$35.00	\$210.00

6 CI PVC X 4 CI PVC FERNCO	6" X 4" FERNCO	1.00	\$60.00	\$60.00
4" CI PVC X 4 CI PVC FERNCO	4" FERNCO	3.00	\$24.00	\$72.00
4 DWV FEMALE ADPT	4" DWV FEMALE ADPT	2.00	\$29.00	\$58.00
2 DWV SCH40 PIPE	2" DWV SCH 40 PIPE	40.00	\$7.00	\$280.00
4X4X2 PVC DWV WYE	4" X 2" DWV WYE	6.00	\$45.00	\$270.00
2 PVC DWV P TRAP	2" DWV P-TRAP	3.00	\$26.00	\$78.00
2 CI PVC X 2 CI PVC FERNCO	2" FERNCO	2.00	\$12.00	\$24.00
2 PVC DWV 45 ELL	2" DWV 45	6.00	\$11.00	\$66.00
2 PVC DWV COUP	2" DWV COUPLING	4.00	\$7.00	\$28.00
2X1-1/2 PVC DWV SXH FLUSH BUSH	2" X 1-1/2" DWV BUSHING	2.00	\$8.00	\$16.00
2 PVC DWV 90 ELL	2" DWV 90	6.00	\$11.00	\$66.00
2 CI PVC X 2 CI PVC FERNCO	2" FERNCO	2.00	\$12.00	\$24.00
4 PVC DWV 90 ELL	4" DWV 90 ELL	4.00	\$45.00	\$180.00

Sub-Total	\$7,356.46
Tax	\$0.00
Total Due	\$7,356.46
Deposit/Downpayment	\$0.00

Thank you for choosing Pierce Plumbing Heating & Air!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Pierce Plumbing Heating & Air as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.



BPC, LLC. dba Bill's Plumbing Co.

31 Hartfield Rd.

Petal, MS 39465

ESTIMATE



Name / Address				
City of Hattiesburg		E-mail		
		billsplumbingco@yahoo.com		
		Date	Estimate #	Fax #
		4/23/2025	2737	(601)545-3338
Technician	Estimate Good Through	P.O. No.	Job Location	
TATE	5/23/2025		515 COLUMBIA ST	
Item	Description	Qty	Cost	Total
14 Plumbing	Labor & Materials: Replumb all drain lines underneath raised home and install new sewer line from the house to the street using Sch 40 Pvc pipe and fittings Note: Making all drops from inside home through floors to make new connections All drain lines will be replaced from inside home to outside of the home		9,746.89	9,746.89
Customer agrees to pay amount due, in full, upon completion of the job.		Subtotal		\$9,746.89
		Sales Tax (7.0%)		\$0.00
Customer Signature		Total		\$9,746.89

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2503321

ITEM TRAIN DEPOT A/C REPAIR

BID #1

WINNING JIM SERVICES SMITH

BID

AMOUNT \$7,043.00

BID #2

COMPANY ESSCO HEATING & AIR

BID

AMOUNT \$9,300.00

BID #3

COMPANY _____

BID

AMOUNT _____

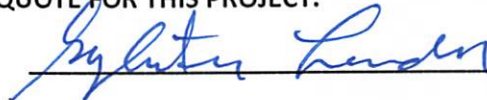
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order Number **02503321**
Purchase Order Date 05/16/2025
Department COMMUNITY CENTERS

FID 64-6000432

Vendor 4234
JIM SERVICES SMITH
PO BOX 17737
HATTIESBURG, MS 39404-2009

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CUSTOMERSERVICE@JIMSMITHSERVICES.COM	4234	2502887	Luisa Alejo	

NOTES

TRAIN DEPOT A/C REPAIR TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LABOR, MATERIAL, EQUIPMENT AND REMOVA OF PARTS OR UNIT GL #: 077650 - 729500	1.0000	EACH	\$7,043.0000	\$7,043.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$7,043.00

Purchase Order Total

\$7,043.00


City Clerk



Air Conditioning, Heating, Refrigerati
and Electrical Contrac
P.O. Box 177
Hattiesburg, MS 394
601-584-84
customerservice@jimsmithservices.co

Quote for Train Station

Facility: Train Depot Office, located at 308 Newman St

Project Scope: Labor and material to replace the compressor and control board, dehydrate system, charge and recovered refrigerant. Complete full operational and safety check after installation is complete.

Total Completed Cost \$7043.00

Jim Smith





PARKS & RECREATION

Requested Bid: Parks and Recreation, Administration Office

Project: Train Depot Office Condensing Unit

Request: May 6, 2025

Quote Due: May 8, 2025

Facility: Train Depot Office, located at 308 Newman St

Project Scope: Labor and material to replace the compressor and control board, dehydrate system, charge and recovered refrigerant. Complete full operational and safety check after installation is complete.

Vendor's quote should include all labor, material, equipment and necessary fees to remove parts or unit from demolition of existing unit at the Hattiesburg Train Depot. Vendor should make site visit prior to submission.

MATERIALS AND EQUIPMENT COST: \$ 5,543.⁰⁰
LABOR: \$ 1,500.⁰⁰

TOTAL COMPLETED COST: \$ 7,043.⁰⁰

Jim Smith
Vendor Signature

5/6/2025
Date





PARKS & RECREATION

Requested Bid: Parks and Recreation, Administration Office

Project: Train Depot Office Condensing Unit

Request: May 6, 2025

Quote Due: May 8, 2025

Facility: Train Depot Office, located at 308 Newman St

Project Scope: Labor and material to replace the compressor and control board, dehydrate system, charge and recovered refrigerant. Complete full operational and safety check after installation is complete.

Vendor's quote should include all labor, material, equipment and necessary fees to remove parts or unit from demolition of existing unit at the Hattiesburg Train Depot. Vendor should make site visit prior to submission.

MATERIALS AND EQUIPMENT COST: \$7,600⁰⁰

LABOR: \$1,700⁰⁰

TOTAL COMPLETED COST: \$9,300⁰⁰

Matt Brown

Vendor Signature

ESSCO Heating + Air
601-545-1880

5-16-25

Date

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2503336

ITEM LIGHTING REPAIR PARTS

BID #1

WINNING GILKEY ELECTRIC SUPPLY CO INC

BID

AMOUNT \$12,466.30

BID #2

COMPANY CONSOLIDATED ELECTRICAL DISTRIBUTORS INC

BID

AMOUNT \$15,184.58

BID #3

COMPANY _____

BID

AMOUNT _____

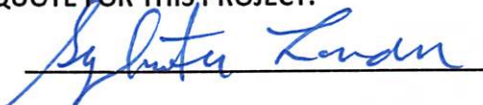
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Page 1 of 1

Purchase Order Number **02503336**
Purchase Order Date **05/19/2025**
Department **ENGINEERING**

FID 64-6000432

Vendor 2901
GILKEY ELECTRIC SUPPLY CO INC
PO BOX 17287
HATTIESBURG, MS 39404-7287

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LOUISP@GILKEYELEC.COM	2901	2502900	Sharon Waits	

NOTES

2 QUOTE - LIGHTING REPAIR PARTS-DOLEAC

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE FOR LIGHTING REPAIR PARTS FOR HWY 49 QUOTE # 058018 22 EACH GE EVOLVE PRODUCT # SO057297.001 22 EACH GE SHORTING CAP PRODUCT # SO057297.003 GL #: 001207 - 639100	1,0000	EACH	\$12,466.3000	\$12,466.30
					\$12,466.30

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$12,466.30

Purchase Order Total \$12,466.30

City Clerk

HUNTER 5-7-25

(4)

GILKEY ELECTRIC SUPPLY CO.
1300 WEST PINE STREET
HATTIESBURG, MS 39401
(601)545-8989

TIME: 09:59

*****QUOTE***** 058018

QUOTE TO:

CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS

QUOTE EXPIRES:

CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS

39401

39401

QUOTE# ORDER-DTE SALESPERS REQ-DATE SHIP VIA WGHT PGE
058018 MAR 13 2025 HSE MAR 13 2025 CUSTOMER PICK UP

CUST# CUST PO NUMBER DOC-REQ# SUB TERMS FREIGHT TRMS FOB INSD SALES
COH100 HWY 49 2/10, NET 30 PREPAY & ALL LFP

OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT \$	EXTENDED
22	22		S0057297.001	E	ERL2H19C540DGRAYIR GE EVOLVE	553.00	12166.00
22	22		S0057297.003	E	SCCL-PECTL GE SHORTING CAP	13.65	300.30

PRICE FIRM TILL (6-4-25)



SUB-TOTAL AMOUNT
SALES TAX

12466.30

TOTAL AMOUNT

12466.30

Customer Quote For: CITY OF HATTIESBURG

HATTIESBURG

Quote: Q1010843

Revision #: 001



CONSOLIDATED ELECTRICAL DISTRIBUTORS INC
1013 TIMOTHY LANE
HATTIESBURG MS 39401
Tel: (601)545-3330 Fax: (601)583-4527

Contact Name: WILL OTIS

Quote Date: 05/16/25

Updated On: 05/16/25

Expires On: 05/17/25

Job Name:

Attn:

Ship To: CITY OF HATTIESBURG
1013 TIMOTHY LANE
HATTIESBURG, MS 39401-0000

Customer PO #: OUTDOOR LIGHTS

Customer PO Date:

FOB: SHIPPING POINT

Freight: PREPAID

LN	Product	Qty	Price	Per *	Ext Price
01	MISC ERL2-H-19-C5-40-D-GRAY-IR FIXTURE	22	\$0.00	E	\$0.00
02	MISC SCCL-PECTL SHORTING CAP	22	\$0.00	E	\$0.00
03	MISC LOT FIXTURES	1	\$15,184.58	E	\$15,184.58
Merchandise:					\$15,184.58
Total:					\$15,184.58

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2503373

ITEM JANITORIAL CLEANING

BID #1

WINNING ENMON ENTERPRISES LLC DBA JANI-KING

BID

AMOUNT \$13,080.00

BID #2

COMPANY HEAVENLY CLEANING LLC

BID

AMOUNT \$15,300.00

BID #3

COMPANY AB SUPPORT SERVICES

BID

AMOUNT \$19,080.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1003
#1 GOVERNMENT PLAZA
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2025

Page 1 of 1

Purchase Order Number **02503373**
Purchase Order Date 05/21/2025
Department CITY COURT

FID 64-6000432

Vendor 47011
ENMON ENTERPRISES LLC
DBA JANI-KING
300 NE 1-55 SERVICE ROAD
PONCHATOULA, LA 70454-3309

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	TWSMITH@JANIKINGGCR.COM	47011	2502936	Corita Burks	

NOTES

COURT CLEANING TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE FOR JANI KING GL #: 001015 - 604900	1.0000	EACH	\$13,080.0000	\$13,080.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$13,080.00

Purchase Order Total \$13,080.00

City Clerk



CLEANING SCHEDULE

**HATTIESBURG MUNICIPAL COURT
701 JAMES ST
HATTIESBURG, MS 39401**

NAMED AREAS:

A.	LOBBY, JUDGES CHAMBERS, KITCHEN, FRONT DESK, CUBICAL PERIMETER, COURTROOM, CONFERENCE ROOM, HALLWAYS, & FILE ROOM
B.	RESTROOMS

I. Daily Cleaning (Three Times a Week):

A. Lobby:

- 1. Sweep and Mop: This area includes from the front window to the end of the Municipal Court entry way.**
- 2. Pick up any trash left behind.**
- 3. Clean windows.**
- 4. Clean counter tops.**

B. Lobby Restrooms:

- 1. All trash receptacles from each room must be emptied and trash bags replaced.**
- 2. Sweep and mop.**
- 3. Replace toilet paper and paper towels.**
- 4. Clean sinks and counter tops.**
- 5. Clean toilets and urinals.**
- 6. Clean mirrors.**
- 7. Refill Soap Dispensers**

C. Judge's Chambers and Restroom:

- 1. Vacuum carpet.**
- 2. Clean tables.**
- 3. Sweep and mop in restroom.**
- 4. Clean sinks and counter tops.**
- 5. Clean toilet.**
- 6. Clean mirror.**
- 7. Refill Soap Dispenser**

D. Kitchen

- 1. Clean table and counter tops including sink.**
- 2. Sweep and mop.**
- 3. Clean appliances.**
- 4. Refill Soap Dispenser**

E. Front Desk, Cubicle Area and Restrooms

1. Clean counter tops.
2. Clean windows.
3. Remove any trash from can liners and replace trash bags.
4. Vacuum carpets.
5. Sweep and mop in restrooms.
6. Clean mirrors.
7. Refill Soap Dispensers

F. Courtroom

1. Clean counter, desk tops, and benches (if necessary).
2. Vacuum carpet.

G. Conference Room

1. Clean table top.
2. Vacuum

H. Trash

1. All trash receptacles from each room must be emptied and trash removed to dumpster in the back-parking lot.
2. Each Individual will be responsible for sitting out their trash for pickup.
3. Replace can liners with trash bag.

I. Hallways

1. Vacuum carpets.

J. File room

1. Sweep around desk area.
2. Remove trash and replace liners with trash bag.

K. All Areas Listed Above:

1. Sweep Down Any Cobwebs.
2. Spot Clean Carpet with carpet cleaner.
3. Dusting is a must.
4. Clean windows.



PRICING SCHEDULE*

HATTIESBURG MUNICIPAL COURT
701 JAMES ST
HATTIESBURG, MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM

CHOOSE SERVICES

MAINTENANCE

THREE (3) Times Per Week
\$1,090.00 Per Month

☐ Yes ☐ No

\$13,080 ANNUAL
Bid Delivery: 05/13/2025

Price Expires 6 months after delivery

TOTAL \$1,090.00 Per Month

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.



Heavenly Cleaning LLC

90 Woodridge

Purvis, MS. 39475

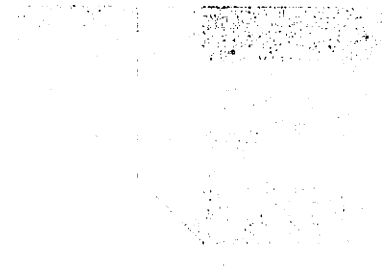
(601)692-5173

Heavenlycleaning85@gmail.com

City of Hattiesburg Municipal Court Bid Proposal

May 12, 2025

Overview- Commercial janitorial cleaning 3x per week. Heavenly Cleaning LLC has performed walkthrough and reviewed all janitorial specifications list and has full understanding of what is expected each service.



Original Bid Proposal

Thank you greatly for considering our company to continue assisting you with your janitorial and cleaning maintenance.

Heavenly Cleaning LLC would like to offer a quote/bid of \$1275.00 monthly. If further information is needed, please contact us.

Final Total Bid Price- \$1275.00 monthly

Delivery Date- May 12, 2025

Price Expiration- As Contract is Renewed Yearly or upon commercial client discretion

Signature-Precious Jasper

Signed Precious Jasper

Company Owner-

Precious Jasper

HeavenlyCleaning LLC

601-692-5173

heavenlycleaning85@gmail.com



AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

PROJECT: JANITORIAL SERVICES FOR Hattiesburg Municipal Court

NAME: AB Support Services

DELIVERY DATE: 5/16/2025

Quote Expiration Date: 8/16/2025

<u>ADDRESS</u>	<u>QUANTITY</u>	<u>COST PER Month</u>	<u>COST Per YR</u>
HATTIESBURG Municipal Court 701 James St	3 x per week	\$1,590	\$19080

SIGNATURE: Malcolm Clark

Date: 5/16/2025

SCOPE OF WORK

A. Lobby:

1. Sweep and Mop: This area include from the front window to the end of the Municipal Court entry way.
2. Pick up any trash left behind.
3. Clean windows.
4. Clean counter tops.

B. Lobby Restrooms:

1. All trash receptacles from each room must be emptied and trash bags replaced.
2. Sweep and mop.
3. Replace toilet paper and paper towels.
4. Clean sinks and counter tops.
5. Clean toilets and urinals.
6. Clean mirrors.
7. Refill Soap Dispensers

C. Judge's Chambers and Restroom:

1. Vacuum carpet.
2. Clean tables.
3. Sweep and mop in restroom.
4. Clean sinks and counter tops.
5. Clean toilet.
6. Clean mirror.
7. Refill Soap Dispensers

AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

D. Kitchen:

1. Clean table and counter tops including sink.
2. Sweep and mop.
3. Clean appliances.
4. Refill Soap Dispenser

E. Front Desk, Cubicle Area and Restrooms:

1. Clean counter tops.
2. Clean windows.
3. Remove any trash from can liners and replace trash bags.
4. Vacuum carpets which includes personal cubicles.
5. Sweep and mop in restrooms.
6. Clean mirrors.
7. Refill Soap Dispensers
8. Clean Windows.

F. Courtroom:

1. Clean counter, desk tops, and benches (if necessary).
2. Vacuum carpet.

G. Conference Room:

1. Clean table top.
2. Vacuum

H. Trash:

1. All trash receptacles from each room must be emptied and trash removed to dumpster in the back parking lot.
2. Each individual will be responsible for sitting out their trash for pickup.
3. Replace can liners with trash bag.

I. Hallways:

1. Vacuum carpets.

J. File Room:

1. Sweep around desk area.
2. Remove trash and replace liners with trash bag.

K. All Areas Listed Above:

1. Sweep Down Any Cobwebs.
2. Windows cleans.
3. Spot Clean Carpet with carpet cleaner.
3. Dusting is a must.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director, Dequandra Johnson

cc: Kermas Eaton, City Clerk

Date: Tuesday, June 3, 2025

Re: Approve and authorize Substantial Amendment #2 to the 2019 Annual Action Plan to include Housing Rehabilitation and Reconstruction as an eligible activity under CDBG-CV (CARES) funding for the City of Hattiesburg; authorize submission to the U. S. Department of Housing and Urban Development (HUD).
File Number: 2025-442
Minute Book #

Summary

Approve and authorize Substantial Amendment #2 to the 2019 Annual Action Plan to include Housing Rehabilitation and Reconstruction as an eligible activity under CDBG-CV (CARES) funding for the City of Hattiesburg; authorize submission to the U. S. Department of Housing and Urban Development (HUD).

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.



2019 Annual Action Plan Substantial Amendment #2

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg's 2018-2022 Consolidated Plan was developed through a coordinated community process to identify housing, homelessness, supportive service, and non-housing community needs in the City. The Plan provides the basis and strategy for the use of federal funds granted to the City by the U.S. Department of Housing & Urban Development (HUD) under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. The accompanying one-year Action Plan serves as the City's application for its annual entitlement allocation from HUD under these programs for Program Year 2019.

Substantial Amendment #1

This initial amendment, added by the City, will undertake Public Service and Public Facility activities related to the COVID-19 pandemic with the use of the special allocation of CDBG CARES Act (CDBG-CV) funding made available in 2020. In the area of Public Services, the City will seek to provide outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread. Activities will also involve screening and testing for COVID-19 at existing health care facilities and pop-up testing sites in low-to-moderate income neighborhoods. Other activities in response to the COVID-19 pandemic include financial assistance to low- and moderate-income households whose income has been negatively impacted by the pandemic and Public Facility activities to improve access to the internet via broadband expansion in LMI areas.

Substantial Amendment #2

In 2025, the City approved substantial amendment # 2 to the 2019 AAP to include Housing Rehabilitation and reconstruction as an eligible activity under CDBG-CV funding. This amendment adds Housing, including Rehabilitation and Reconstruction, as an eligible activity with direct prepare, prevent, and respond (PPR) tieback. The amendment is specifically for the activity related to rehabilitation and reconstruction of privately- owned properties by responding to living conditions (such as mold, lead-based paint, and poor ventilation) associated with more severe coronavirus disease or poorer post-COVID health outcomes by providing forgivable loans for rehabilitating homeowner housing to comport with standard building codes and public health advice. In addition to allowable administrative and planning cost associated with general program administration for grant management and oversight.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the Plan for 2018-2022 are consistent with the primary objectives in the prior Consolidated Plan, which involve addressing a variety of housing concerns. Housing Rehabilitation, Emergency Repair, Acquisition/Rehabilitation, Down Payment Assistance, and Affordable Housing are some of the types of housing-related activities that are consistent with the prior plan. Over the Plan period, the City plans to address 50 Homeowner Rehabilitation projects, Rehabilitate 2 rental units for affordable housing, and create 4 new affordable housing units either for sale or rent, to assist 15-20 households through the Down Payment Assistance Program. The achievement of these objectives will rely in part on the City's Community Housing Development Organizations (CHDOs) and other partners in the field of housing.

Behind housing objectives, the next objective of greatest need is in the area of Homelessness and Special Needs Populations. Objectives within the Consolidated Plan that address these populations vary among several eligible types of activities. Population-targeted housing activities can all benefit homeless individuals and families as well as households with special needs. .

The City's Plan also includes Infrastructure activities such as drainage, street improvements, sidewalks, and trails that would benefit low-income areas including more than 1,000 households. Commercial Rehabilitation such as the Facade Improvement Program and Economic Development activities such as the Microenterprise Program will continue to support businesses. Objectives include the facade improvement of commercial structures in the commercial business district and Microenterprise Assistance awards that meet various eligibility requirements.

Added by amendment, the City will undertake Public Service and Public Facility activities related to the COVID-19 pandemic with the use of the special allocation of CDBG CARES Act funding made available in 2020. In the area of Public Services, the City will seek to provide outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread. Activities will also involve screening and testing for COVID-19 both at existing health care facilities as well as pop-up testing sites in low-to-moderate income neighborhoods. Other activities in response to the COVID-19 pandemic include financial assistance to low- and moderate-income households whose income has been negatively impacted by the pandemic as well as Public Facility activities to improve access to the internet in LMI areas.

CDBG-CV funding will continue to be used to address ongoing situations related to the COVID-19 virus. March 27, 2020, the CARES Act was signed into law. The City received \$796,7115 in CDBG-CV allocation. Funding has been allocated and disbursed for Public Services for initial test sites providing equipment,

supplies, and materials for testing in addition to short-term rental assistance; all in the early stages of COVID-19 pandemic. The City worked with local partners to assess the needs and provide direct public assistance to low and moderate-income persons, while ensuring not to duplicate other funding. Housing assistance will be implemented to meet longer-term needs as a result of responding to immediate housing instability caused by the pandemic. Preventing future crises by addressing a lack of affordable units and rehab to increase long-term inventory, and preparation in terms of upgrading housing units to meet public health standards (ventilation, etc).

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has managed to meet many of its past objectives, in spite of funding cuts that decreased the City's ability to maintain its previous level of accomplishments, particularly in the area of substantial rehabilitation of single-family homes. Over the five years of the previous five-year Consolidated Plan, was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily housing and housing related activities. The City has reduced its waiting list to approximately 25-30 households. Along with partnerships with CHDOs, a number of rental and homeownership affordable housing opportunities were made available to residents.

During the previous five year Consolidated Plan period, the City also demolished more than 20 vacant and blighted properties.

In 2016, the City also hired a full-time Homelessness Coordinator. This new role was the first full-time position of its kind hired by a Mississippi city. The position focuses on outreach and documentation of homeless individuals, and partnership with other agencies to update the state's homeless management information system. The role is integral to identifying resources available across various agencies and organizations, and to connecting individuals in need to those resources. Likewise, the coordinator has become a go-to point of contact for other city departments and citizens when facing challenges related to homelessness. In recent years, the City also made great strides in reducing the number of homeless veterans.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City conducted a Public Hearing on February 4, 2019. There were no citizens nor residents in attendance, only City staff. This is a problem that the city seeks to correct in the future through more intentional outreach. The role of Public Engagement Coordinator has been assigned to a member of the department in order to help various divisions get creative in ways to go above and beyond the minimal effort of public comments and public hearings. We anticipate results of this change in the year

ahead. Despite the poor attendance at the formal public hearing, the city has had sufficient opportunity over the last 12-18 months to gather input from the public on a variety of topics through a circuit of Town Hall meetings hosted by the Mayor. In that amount of time, the Mayor has hosted more than 40 such meetings, discussing strengths, weaknesses, opportunities, and threats as it relates to individual neighborhoods. Though not a part of the formal citizen participation process, feedback at these meetings provide insight into what residents hold as priorities for their neighborhoods, and in lower-income areas of the city, that was often found to revolve around condition of housing stock.

As it relates to the May 2020 amendment to incorporate CDBG CARES Act funding and related activities, the City provided an expedited consultation process to engage as many community partner agencies in as short a period of time as possible. Responses from various agencies, including housing organizations, health care institutions, higher education, civic and business organizations and various public service providers provided responses. Responses supported the Public Service activities, and others suggested economic support to businesses other possible activities to consider. Following consultation, a draft amendment to the 2018-2022 Consolidated Plan and the 2019 Action Plan were created, and a notice of the proposed amendments was published. The city took advantage of HUD's waiver opportunity for the typical public comment period and public hearing requirement in order to expedite the use of these funds in addressing local public health concerns. The public comment period extended from May 14, 2020 until May 21, 2020 and included a virtual public hearing on May 19, 2020.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were no verbal nor written comments during the formal citizen participation process. However, though not a part of the formal citizen participation process, feedback at the Mayor's Town Hall meetings provide insight into what residents hold as priorities for their neighborhoods, and in lower-income areas of the city, that was often found to revolve around condition of housing stock. Daily phone calls to the Community Development Division from residents interested in assistance would also indicate that housing rehabilitation and affordable housing assistance remain high priorities for citizens.

As it relates to the May 2020 amendment to incorporate CDBG CARES Act funding, during the course of the public comment period, only one comment came in writing. Other comments came verbally to members of the Mayor's office. Comments included advocating for improved internet access such as through free public wifi in order to help address challenges especially among lower income individuals in accessing the internet for education or job-related resources. Comments also supported the concept of financial assistance to households, particularly those that have been negatively impacted financially by the pandemic.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole. The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by the residents of low-income areas, and the organizations that regularly serve low-income households is vital to ensuring that the funds are directed to areas and programs in which they can make the greatest impact. Though we did not receive input in the manner in which we would have preferred, we believe that the input through other meetings and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan and the Consolidated Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name		Department/Agency
Lead Agency	Hattiesburg		
CDBG Administrator	Hattiesburg		Urban Development D/Community Development Division
HOPWA Administrator			
HOME Administrator	Hattiesburg		Urban Development D/Community Development Division
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's program staff reached out to citizens, local government representatives, public housing authorities, non-profit developers, and various social service agencies to gather input for the Annual Action Plan through its traditional advertising method. Staff also participated in the Mayor's Town Hall meetings and in quarterly meetings of the Community Advisory Committee – a group similar in purpose to the Housing Round Table.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are similar to the former Housing Round Table, which included the City's Urban Development Department, Mississippi Regional Housing Authority No. 8, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The City has worked to bolster mental health services by way of a Behavioral Health Court partnership with Pine Belt Mental Healthcare Resources, and through working with the Pinebelt Coalition on Homelessness to coordinate efforts toward functionally ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator, who works actively with the coalition as well as other agencies in making proper referrals to appropriate resource agencies. In the last year, the city's coordinator has worked with the coalition to press the issue of a need for a documented plan as well as an adopted standard of care.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?
<TYPE=[pivot_table] REPORT_GUID=[F8A8A9484AE2E53E242786A11F048B3B]>			

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City’s interaction and coordination with the agencies and partnership groups mentioned above is constant. A full-time grant coordinator also seeks out other opportunities to leverage the city’s resources – in Community Development as well as citywide. We have recently considered grant opportunities specific to lead hazard reduction, but have elected to defer such application until we have additional capacity to administer such a program.

The preparation of this action plan also overlapped with the creation of the Analysis of Impediments to Fair Housing Choice, which afforded opportunities to gauge feedback regarding the need for quality affordable housing from the perspective of both public housing residents and public housing management.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City conducted a Public Hearing on February 4, 2019. There were no verbal nor written comments during the formal citizen participation process. However, though not a part of the formal citizen participation process, feedback at the Mayor's Town Hall meetings provide insight into what residents hold as priorities for their neighborhoods, and in lower-income areas of the city, that was often found to revolve around condition of housing stock. Daily phone calls to the Community Development Division from residents interested in assistance would also indicate that housing rehabilitation and affordable housing assistance remain high priorities for citizens.

The City will bolster its efforts going forward to encourage more citizen engagement.

CV-The City conducted a Public Hearing on May 19, 2020 for the purpose of receiving comments on the creation of an amendment to incorporate funding and activities for CARES Act/COVID-19 allocation. In addition to newspaper publications, the City utilized its website, community calendar, and Facebook page to provide notice of the hearing and comment period.

CV1- The City conducted a Public Hearing on August 25, 2020; for the purpose of re-allocating CDBG-CV Economic Development funding of \$50,000 to CDBG-CV Public Services. In addition to newspaper publications, the City utilized its website to provide notice of the hearing and comment period.

CV3-The City conducted a Public Hearing on November 17 2020; for the purpose of receiving comments on incorporating a second special allocation of CDBG-CV funding. In addition to newspaper publications, the City utilized its website to provide notice of the hearing and comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	N/A; Only city staff were in attendance.	None were received.		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	561,417.00	0.00	0.00	561,417.00	1,684,251.00	The expected amount for the remainder of the Con Plan is simply the Year 2 amount multiplied by 3 to estimate Program Years 2020, 2021, and 2022.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	284,296.00	0.00	0.00	284,296.00	852,888.00	The expected amount for the remainder of the Con Plan is simply the Year 2 amount multiplied by 3 to estimate Program Years 2020, 2021, and 2022.
Other	public - federal	Admin and Planning Housing Public Improvements Public Services Other	796,715.00	0.00	0.00	796,715.00	0.00	Atypical, special allocation.PPR tieback (To prevent, prepare, and respond to the coronavirus)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Annual Action Plan
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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

It is anticipated that publicly owned property may be used in the provision of Public Service activities as well as in provision of public wifi resources.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing		Emergency Repair Housing Rehabilitation Rental Rehabilitation	CDBG: \$389,134.00 HOME: \$205,867.00	Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 8 Household Housing Unit
3	Down Payment Assistance	2018	2022	Affordable Housing		Down Payment Assistance	HOME: \$50,000.00	Homeowner Housing Added: 5 Household Housing Unit
8	Economic Development	2018	2022	Non-Housing Community Development		Commercial Rehab - Facade Improvement Microenterprise Assistance	CDBG: \$60,000.00 CDBG-CV: \$0.00	Jobs created/retained: 2 Jobs Businesses assisted: 4 Businesses Assisted
9	Public Facilities	2018	2022	Non-Housing Community Development		Public Facility Improvement	CDBG-CV: \$50,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	Public Services	2018	2022	Non-Homeless Special Needs Non-Housing Community Development		Public Services	CDBG-CV: \$746,715.00	Public service activities other than Low/Moderate Income Housing Benefit: 1700 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 300 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)						
	Goal Description	This goal includes the creation of affordable housing by CHDOs either in the rehabilitation of existing housing stock or the construction of new housing for the purpose of sale or rental to eligible households. This goal also includes the bulk of the City's housing program, which is the substantial and emergency rehabilitation of eligible owner-occupied homes. Substantial Rehabilitations are completed with either HOME or CDBG funding. Emergency Repairs are completed using CDBG funding.						
3	Goal Name	Down Payment Assistance						
	Goal Description	This goal includes the use of HOME funds to assist in making new homeownership affordable for eligible buyers.						

8	Goal Name	Economic Development
	Goal Description	This goal serves to re-establish the City's former façade improvement program to incentivize the elimination of slum and blight conditions in the central business district. This is considered Privately-Owned Commercial Rehabilitation, a CDBG eligible activity. This goal includes support of eligible microenterprise businesses. Historically, this program was available without geographic boundary as long as other eligibility requirements were met. The City may consider a geographic target.
9	Goal Name	Public Facilities
	Goal Description	Public Facility Improvements can serve low/mod limited clientele (LMC) or low/mod are (LMA) depending on the circumstances. Such an activity may upgrade facilities at a city park in a low-income area, which benefits the entire area and all who utilize the park. such an activity may make improvements to a community center or to a non-profit owned facility that benefits the clientele (51%+ low/mod) of its programs. Such activity may serve to create a recreational path in and through low to moderate income areas. such an activity may allow for the assessment and/or abatement of lead based paint hazards or asbestos hazards to benefit the facility's usefulness to the LMI community. Such an activity may include installing or adding features that benefit the surrounding area, such as public wifi access at strategic locations in a LMA.
11	Goal Name	Public Services
	Goal Description	When the City decides to fund Public services, it often pursues non-profit organizations to implement the activities. These activities vary, but all benefit low/mod clientele (or areas). Special needs identified through the public participation process include financial literacy, job/skills training, housing counseling, supportive services for persons living with HIV/AIDS, supportive services for homeless persons and families, and utility/rent/deposit assistance for low-income households, health-related outreach and education, and health screening and testing. City will seek to provide outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread. Activities will also involve screening and testing for COVID-19 both at existing health care facilities as well as pop-up testing sites in low-to-moderate income neighborhoods.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2019.

Projects

#	Project Name
1	CDBG Administration
2	CDBG Housing Programs
3	CDBG Facade Improvement
4	CDBG - Microenterprise Assistance
5	HOME Administration
6	HOME Housing Programs
7	Down Payment Assistance
8	CHDO Set-Aside
9	CV-CDBG Public Services
11	CV-CDBG Public Facilities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan. Housing issues - rehabilitation, code compliance, demolition, affordability - being the greatest priority identified, it is allocated the greatest amount of funding. The City also seeks to make funding available for Façade Improvement and Microenterprise Assistance. Should funding for those programs go unused for any reason, the city may reallocate those funds for use in Housing Programs.

AP-38 Project Summary
Project Summary Information

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1	Project Name	CDBG Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance Economic Development
	Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Microenterprise Assistance Commercial Rehab - Facade Improvement Rental Rehabilitation
	Funding	CDBG: \$112,283.00
	Description	Overall and day-to-day administration of the CDBG Program
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	n/a
	Planned Activities	Overall and day-to-day administration of the CDBG Program
2	Project Name	CDBG Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Emergency Repair
	Funding	CDBG: \$389,134.00
	Description	Funding for all CDBG Housing Activities as well as project delivery for CDBG and HOME-funded housing activities
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	5-8 households of low and/or moderate income households.
	Location Description	Eligible housing activities citywide

	Planned Activities	Emergency Repair Housing Rehabilitation Project Delivery
3	Project Name	CDBG Facade Improvement
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Commercial Rehab - Facade Improvement
	Funding	CDBG: \$30,000.00
	Description	Commercial rehabilitation of building exteriors to improve quality of life and/or eliminate blight conditions.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Applicants within the central business district / downtown area.
	Planned Activities	Commercial rehabilitation
4	Project Name	CDBG - Microenterprise Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Microenterprise Assistance
	Funding	CDBG: \$30,000.00
	Description	Assistance to microenterprise businesses based on qualifying factor of owner, job creation/retention, and/or limited clientele benefit.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Citywide
	Planned Activities	Microenterprise Assistance awards
	Project Name	HOME Administration

5	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Down Payment Assistance Acquisition Rental Rehabilitation
	Funding	HOME: \$28,429.00
	Description	Overall and day-to-day administration of the HOME Program.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	
	Planned Activities	
6	Project Name	HOME Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation
	Funding	HOME: \$163,222.00
	Description	Funding of HOME housing activities, primarily substantial housing rehabilitation.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	3-4 low and very-low income households.
	Location Description	Citywide
	Planned Activities	Housing Rehabilitation
7	Project Name	Down Payment Assistance
	Target Area	
	Goals Supported	Down Payment Assistance

	Needs Addressed	Down Payment Assistance
	Funding	HOME: \$50,000.00
	Description	Down Payment Assistance
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 5 eligible households.
	Location Description	Eligible households citywide
	Planned Activities	Down Payment Assistance
8	Project Name	CHDO Set-Aside
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation
	Funding	HOME: \$42,645.00
	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits a low and/or very low income household.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	One or two low and/or very-low income households depending on activity chosen by CHDO.
	Location Description	
	Planned Activities	
9	Project Name	CV-CDBG Public Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$200,000.00

	Description	Currently, COVID-19 testing is conducted by local health care facilities at a cost. The City proposes to provide free testing and outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread and to assist in providing some financial relief. Additionally, funding will be used to assist LMI households that have been negatively impacted financially by the pandemic.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	1,000+ households in LMI areas.
	Location Description	LMI neighborhoods
	Planned Activities	Activities will involve screening and free testing for COVID-19 at pop-up testing sites in low-to-moderate income neighborhoods. The City will also use funding to provide facilities, security, daily sanitizing, etc. Additionally, supplies to aid in preventing the spread of COVID-19 will be distributed to tested individuals (masks, gloves, thermometers, wipes, etc.). Outreach activities will include community canvassing to promote free testing and reinforce messaging on preventing the spread of COVID-19. The City will additionally seek to provide assistance to LMI households that have been negatively impacted financially by the pandemic by way of utility/rent arrearages.
10	Project Name	CV-CDBG Public Facilities
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facility Improvement
	Funding	CDBG-CV: \$75,000.00
	Description	Funding to install equipment at strategic locations in LMI Areas to provide free wifi access.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	1,000+ households in LMI areas
	Location Description	LMI neighborhoods

	Planned Activities	Provide free Wi-Fi access in LMI communities at locations such as community centers, parks, and public school properties.
--	---------------------------	---

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

With the exception of the Facade Improvement Program, none of the activities proposed for the 2019 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Microenterprise Assistance, Housing Rehabilitation, Emergency Repair, Demolition, Down Payment Assistance, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105. Public Service grants are likewise, not directed geographically, but tend to be centered in low-income areas by virtue of the clients that the agencies serve. The Facade Improvement Program is directed to the downtown area as a program policy in an effort to continue the revitalization of the historic downtown.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The only activity/priority that is geographically driven in the 2019 Action Plan is the Facade Improvement Program, which is focused by program policy on the downtown area in an effort to continue the revitalization of the historic downtown. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area. Though it is currently not the case, the same effort could be enacted to concentrate Microenterprise Assistance on particular low- to moderate-income areas.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city intends to concentrate its limited resources on affordable housing rehabilitation.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	14
Special-Needs	0
Total	14

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	8
Acquisition of Existing Units	5
Total	14

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2019 Action Plan with the exception of Administrative activities, and Economic Development Activities. To a large degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of house holds supported included among the non-homeless are those households anticipated to directly benefit for housing rehabilitation activities.

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years. Most recently, the City has supported via resolution, a funding opportunity that would allow for the replacement of several buildings/units with new units at a HHA property.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority will continue to host monthly resident meetings at each of its developments to engage its residents. Guest speakers will be scheduled as appropriate to bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA will also continue to host National Night Out Against Crime events as an opportunity to engage residents.

The City of Hattiesburg continues to require, as a component of its Downpayment Assistance Program, homebuyer education requirements, which are available to attendees at no cost through various agencies. The City will continue to work with public housing management to encourage homeownership options through downpayment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program. In addition, the City will continue to chair/hold quarterly Housing Roundtable meetings for the purpose of be bringing together organizations throughout the city to engage in collaborative opportunities and services in support of affordable housing for low to moderate income households.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City's Homelessness Coordinator leads a homeless outreach team, which travels weekly to known and suspected homeless encampments and other known locations in order to assess individuals' needs and to work to pair willing individuals with appropriate resources or services. The City intends to continue this collaboration in 2019, and intends to increase efforts in serving the homeless community by way of funding supportive services offered by appropriate agencies. The City also intends to support these agencies in attaining funding for additional emergency and transitional shelter. The City has a full-time Homeless coordinator to assist the city and homeless support agencies with all homeless issues. The city has also recently acquired a facility to be used by Pinebelt Mental Healthcare Resources and other agencies serving homeless individuals, which will become a multi-faceted resource center for the homeless and those at risk of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through Public Facility Improvement activities, which may be more feasible in future years. The City's full time Homeless Coordinator assists in identifying available resources for individuals facing homelessness, and these resources sometimes include connecting individuals with emergency or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships. The City also facilitates a Housing Roundtable – an organization focused on a variety of housing concerns in Hattiesburg. Though the two coalitions differ somewhat in purpose, there is a great deal of overlap in both subject matter and membership. The City's intended (continued) support of the agencies within both groups are an opportunity to address transition to independent living, affordable housing, and ensuring appropriate case management, as the organizations have already proven capable of doing. The City's Homeless Coordinator works closely with a local non-profit by helping to refer clients for the Rapid Re-Housing Program. This work will continue in 2019.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new

Discussion:

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its three CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the construction of new affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

Public Service activities related to CDBG CARES Act funding and COVID-19 specifically seek to address obstacles in access to accurate information on prevention of the spread of Coronavirus and obstacles in access to testing for residents in LMI areas. Additionally, Public Facility activities designed to install free wifi resources will support LMI areas in a time that internet access for educational resources and for job related resources is becoming more critical.

Actions planned to foster and maintain affordable housing

In this planning period, the City will continue to make its Down Payment Assistance Program available, will continue to promote the Bank On Hattiesburg Program, and will continue to address code compliance in an effort to continue improving housing stock.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2019 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy

through continued participation with Bank On Hattiesburg and continued promotion of free tax preparation services in an effort to address the high number of households in the area that are either un-banked or under-banked.

Actions planned to develop institutional structure

Actions planned to develop institutional structure

The City plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will continue to assess the group for gaps in representation and work to close those gaps by bringing other valuable participants to the table in order to further develop institutional structure. The Mayor's Town Hall circuit of neighborhood meetings will also continue, which has proven effective in making additional contacts with interested organizations and individuals.

Actions planned to enhance coordination between public and private housing and social service agencies

As stated previously, the City will continue to participate with the Housing Roundtable and the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continue to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|--------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 70.00% |

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows: The City has no other forms of investment beyond identified in section 95.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD. The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. The requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary. Homebuyer Assistance Programs – The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture* – include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

i. The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy).

The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired

with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions

HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD.

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The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that

will be used under 24 CFR 92.206(b), are as follows:

N/A

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).
6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).
7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed \$148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director, Dequandra Johnson
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 3, 2025
Re: Approve Revised Emergency Roof Repair Initiative Program Manual Guidelines.
File Number: 2025-443
Minute Book #

Summary

Approve Revised Emergency Roof Repair Initiative Program Manual Guidelines.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.

2022

Special Project: Emergency Roof Repair Initiative Program



6/3/2025
6/21/2022
3/28/2022



ROOF REPAIR PROGRAM

WHAT IS THE EMERGENCY ROOF REPAIR INITIATIVE PROGRAM?

The Roof Initiative Program is a special project created by the City of Hattiesburg Community Development Division. This program has been designed to aid low to low-moderate homeowners with assistance to repair and/or replace unsafe roof systems. The program goal is to prevent further deterioration of the home.

HOW DO I GET STARTED?

Contact our office for a pre-screening application and initial assessment, at 601.554.1006. Community Development Division (CDD) staff will complete an inspection of the property to determine whether the work and/or property appear to be feasible and submit the required documentation. The application process may take up to "one year or longer" to complete. You are responsible for the continued maintenance of your property.

HOW DO I QUALIFY FOR ROOF REPAIR ASSISTANCE?

- You must own and occupy the property as your principal residence with homestead exemption.
- The deed of ownership must be in your name.
- Your property taxes on the property must be current and paid.
- Flood insurance is required, where applicable
- Your mortgage loan(s) must be current and in good standing.
- Your property must be free of Code Violations **other than roof*.
- Other program criteria may apply as determined by the City of Hattiesburg (CoH).
- Your household Annual Gross Income must not exceed current income limits:

IS THERE A LIMIT TO THE VALUE OF MY HOME?

Yes, tax assessed, sales price, or appraised value of your home may not exceed \$150,000 (subject to change).

WHERE CAN MY PROPERTY BE LOCATED?

Your property must be located within the city limits of Hattiesburg.

ARE MOBILE HOMES ELIGIBLE?

No, mobile homes are not eligible for roof repairs.

HOW WILL THE ROOF REPAIR PROGRAM HELP ME REPAIR MY ROOF?

The CDD will conduct a preliminary inspection of your home to determine if the home will qualify for assistance. A work write-up and cost estimate report will be prepared to determine if your home is structurally and financially feasible to repair.

WHAT TYPES OF REPAIRS ARE ELIGIBLE?

Roofing repairs that are urgently needed to address roof components and structure that can be completed for \$15,000 or less. Eligible repairs may include items such as: the repair and/or replacement of unsafe roof systems. Eligible repairs are limited to the roof of the structure. **Exceptions to the maximum project budget of \$15,000 will be reviewed on a case-by-case basis with prior approval from the CDD manager.*

HOW MUCH ASSISTANCE IS AVAILABLE?

Funding is limited. Assistance is based on the type of eligible roof repairs that may be needed to correct the unsafe roof conditions on the home.

The standard maximum assistance available per household is \$15,000. However, in cases where the City's inspections identify substantial structural deterioration requiring additional roofing work beyond the original scope, assistance may be increased up to \$20,000. These determinations will be made on a case-by-case basis by the Community Development Division, based on documented inspection findings and a revised scope of work.

IS A LIEN PLACED ON MY HOME FOR THE ROOF ASSISTANCE I RECEIVE?

No. The assistance provided is strictly to improve housing conditions and does not create any lien or financial encumbrance on the property.

DO I HAVE TO PAY THE FORGIVABLE LOAN BACK?

No, roof repairs provided through this program are funded by CDBG or CDBG-CV and are awarded as a grant, not a loan. As such, there is no affordability period or repayment obligation associated with the assistance provided. Recipients are not required to maintain residency for a specific duration as a condition of receiving funding.

WHAT HAPPENS IF THE CITY DOES NOT HAVE FUNDS AVAILABLE TO REPAIR MY ROOF?

Funds are made available based on a first-come, first-served basis. Acceptance of an application does not guarantee that assistance will be approved or provided by the City. You are responsible for the continued maintenance of your property.

IS MY APPLICATION AUTOMATICALLY APPROVED AFTER I SUBMIT IT?

The CoH reserves the right to reject any and all applications for roof repair assistance. A completed and submitted application does not guarantee that you will be approved to receive assistance from the City. You are responsible for the continued maintenance of your property.

CHANGE HISTORY LOG	
June 2022	• Update program title to include “Emergency”; added project maximum budget of \$15,000; added exceptions approval; created Change History Log
May 2025	• Removed lien and deed restriction for lien to property. • Removed “Forgivable Loan”; update reflecting roof repairs funded under this program do not impose an affordability period. Homeowners receiving assistance are not required to maintain residency for a specified period following repair and there is no repayment obligation for grant recipients. • Updated the assistance cap language to clarify that while the standard maximum assistance is \$15,000, amounts up to \$20,000 may be considered on a case-by-case basis when significant roof deterioration is identified.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director, Dequandra Johnson
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 3, 2025
Re: Approve Revised Housing Rehabilitation and Housing Repair Grants Program Guidelines Manual (CDBG) {Entitlement}.
File Number: 2025-444
Minute Book #

Summary

Approve Revised Housing Rehabilitation and Housing Repair Grants Program Guidelines Manual (CDBG) {Entitlement}.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.



**DEPARTMENT OF
URBAN DEVELOPMENT**

Community Development
Division

**HOUSING
REHABILITATION and
HOUSING REPAIR
GRANTS
PROGRAM GUIDELINES
(CDBG)
August 2004**

AMENDED
October 2008
May 2010
September 2010
March 2011
February 2014
April 2015
April 2022
December 2022
May 2025

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CITY OF HATTIESBURG
HOUSING REHABILITATION and HOUSING REPAIR GRANTS
PROGRAM GUIDELINES
DEPARTMENT OF URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION
(CDBG/HOME)

I. PURPOSE

The intent of these guidelines is to establish a uniform system to be used in the implementation of the Housing Rehabilitation and Housing Repair Grants Program administered by the City of Hattiesburg Department of Urban Development and is not intended to supersede any federal or state regulations pertaining to housing. Federal and/or state rule shall prevail in the event of conflict relating to the guidelines contained within.

II. APPROVED AREAS

- A. Housing Rehabilitation or Repair activities are dependent upon the household being income-eligible according to HUD guidelines and not necessarily upon the location of the home in an eligible Census Tract. Housing Rehabilitation or Repair activities can take place in any geographic area within the City given approval under all other program criteria. However, it is possible for the City or its Sub-recipients to designate certain areas as target areas, revitalization areas, or redevelopment areas in an effort to focus investment in particular geographic areas.
- B. Based on a need's assessment, the City may identify target areas for the Housing Rehabilitation and Housing Repair Grants Program. The City may establish the program's priorities based on its available land use data, the most recent housing condition survey, and/or recent Census information on the number of substandard structures in an eligible area, or on the number of low-income households in an area.

III. GRANT PROGRAMS AND DEFINITIONS

The City's Housing Rehabilitation Grants Program provides rehabilitation and repair grants to eligible homeowners to bring substandard housing into compliance with housing and related codes with the exception of functional systems which do not create a safety or health hazard as determined by the Program's inspection team. Depending upon the severity of substandard housing conditions, a housing rehabilitation grant will fall into one of two categories: Substantial Rehabilitation and Emergency Repair. With these grants, proposed work and work performed is subject to code compliance and review.

- A. Substantial Rehabilitation refers to improvements and repairs that are vital to the health, safety and comfort of occupant(s), as well as improvements and repairs that are needed to bring substandard property up to housing codes. Improving or repairing the major housing systems is a priority. Major housing system improvements and repairs can include plumbing, electric, heating, structural, roofing and certain cosmetic improvements to address blighting conditions. Improvements and repairs must comply with the 2018 International Residential

Code requirements (or whichever code version or adaptation has been most recently adopted by the City of Hattiesburg) and Housing Quality Standards. Cosmetic improvements to address blighting conditions may be included at the discretion of the Community Development Manager and if the budget permits.

- B. Emergency Repair Grants aid in addressing serious disrepair condition(s) which pose(s) an immediate threat to the health, safety and welfare of the occupants and are available to Homeowners on a citywide basis. These grants are to repair only life threatening issues and safety code violations that exist in an eligible home. In this instance, it is not the intent of the Program or the City to bring a home into complete code compliance but only to eliminate an immediate hazardous condition(s). For the purposes of this program grant, only the repair work performed is subject to code compliance and review.
- C. Reconstruction Grants aid in demolishing and rebuilding a residential structure for an eligible and approved Substantial Rehabilitation applicant. Reconstruction Grants are subject to Mississippi Department of Archives and History (MDAH) project review and becomes an option **only** when the approved substantial rehabilitation project will exceed program limits and funding is available.

IV. APPLICATIONS/ELIGIBILITY

- A. When available applications for housing rehabilitation and housing repair grants assistance may be solicited through various public media and public forums including communication at neighborhood meetings. When the Program has determined that it is near completion of current eligible applications; notifications will be made that the Program has resumed the acceptance of applications. However, due to lack of funding to honor all request for assistance, NO applications are currently being accepted.
- B. Applicants will be selected using objective criteria that incorporate established HUD guidelines as well as any identified criteria set forth in the *City of Hattiesburg's Consolidated Plan*. Applications will be accepted during a designated time period.
- C. Proof of ownership (i.e., Warranty Deed, Quit Claim Deed, 99-Year Leasehold) of the property to be rehabilitated or otherwise repaired will be required. Income verification will be obtained. Title opinions and appraisals may be secured at the discretion of the Program. Proof of homeowner's insurance and flood insurance and, where applicable, is required. Federal Emergency Management Agency (FEMA) Document Number 186 dated July 13, 1989, as amended, currently stipulates that "agencies are prohibited from providing financial assistance unless the property to which that financial assistance is applicable is protected by flood insurance and must therefore require the purchase of flood insurance as a condition of making such financial assistance available." Current city and county tax receipts will also be required.
- D. Submission of an application does not guarantee a grant award or that rehabilitation or other repair work will take place. The Homeowner will be required to attend housing maintenance and/or financial counseling after application acceptance.

Elected officials of the City of Hattiesburg and employees for the administration, management and oversight of the program (Community Development Division staff) and their immediate

families are **NOT ELIGIBLE** to participate or to benefit from the Housing Rehabilitation and Housing Repair Grants Program. The immediate family is defined as:

- | | |
|---------------|-----------------|
| a. Spouse | f. Stepbrothers |
| b. Parent | g. Stepsisters |
| c. Stepparent | h. Child |
| d. Brothers | i. Stepchild |
| e. Sisters | |

- E. All properties being considered for a housing rehabilitation or repair grant will be inspected by the City of Hattiesburg's Land Code Division based on the requirements of the *Land Development Code*, *Code of Ordinances*, and *International Property Maintenance Code*. These inspections relate to the general maintenance of the property and are intended to eliminate trash and litter, abandoned vehicles, overgrown lots, and unsanitary conditions. A complete inspection for a housing rehabilitation or repair grant will not be done until outstanding Property Maintenance Code Violations have been resolved. Property Maintenance Code Inspections not corrected within ten (10) days of receiving a notice to correct violations will result in the applicant being ineligible for the Program. Action will be taken as provided by applicable City Ordinance when a Homeowner chooses not to correct code violations. The Housing Coordinator will forward the name or a list of potential grant recipients to the City Building Official. Property maintenance code inspections will be scheduled. Code officers will perform the inspections on potential projects of this Program in the usual manner. However, a copy of the property maintenance inspection report will be forwarded to the Program's Housing Coordinator for placement in the permanent project file.
- F. Applications will routinely be processed in the order of date received; however, if conditions exist in a home that pose an immediate threat to the health, safety, and welfare of the occupants, the Community Development Manager will have the authority to assign priority status and move an applicant up on the list. The Manager shall review written documentation prior to approving moving any applicant up on the list. This documentation shall be placed in the project file.

V. INSPECTIONS

- A. After an application for assistance is processed and eligibility, feasibility have been established and the property has met all property maintenance code requirements, a work-write up inspection will be scheduled. **The scheduling of all inspections for projects funded with Community Development funds will be coordinated through the Community Development Division.** When repair work requires a rough-in, finished work or final inspection, contractors will contact the Community Development Division office. The program Inspector or the Housing Coordinator will contact the Land Code Office to coordinate a date and time for the requested inspection with the schedules of the Code Technical Inspectors. The inspection date and time is entered in a scheduling log, to inform the Housing Coordinator and update the appropriate inspection schedules. The Office Manager or designee of the Land Code Division will take the necessary steps to have the inspections properly noted in that Division's records and to ensure that the Technical Inspectors are aware of the date and time of a scheduled inspection. When contacted for scheduling an inspection, the Homeowner shall be informed that all parts of the home must be accessible to inspectors so that a

thorough inspection can be made. Inspectors will not be required to move boxes, furniture, and other household items in order to perform inspections. A member of the team will make the Homeowner aware that the team has arrived and the inspection is about to begin. If it is the general consensus of the inspection team that a home or parts thereof are determined to be inaccessible, other than attics or crawlspaces, to the extent that a thorough inspection cannot be performed, the inspection team will immediately terminate the inspection process, take pictures and make applicable notes to document and support the determination. The homeowner will be informed that the inspection cannot be completed until the situation has been resolved. Resolution must be completed within 5 business days of being notified. Upon written notification from the homeowner and a subsequent review by program staff to determine that the matter has been adequately resolved, the inspection will be rescheduled.

During Inspections, an inspection report will be completed to determine the extent to which rehabilitation or repair is needed, whether or not life or safety threatening code violations exist and the cost estimate associated with correction. This will be completed and signed or initialed as indicated on the applicable document and dated by all members of the inspection team. A rough floor plan of the home will be made, and pictures of the interior and exterior structure(s) and all areas inspected shall be taken during the inspection process. Pictures serve as supporting documentation of needed repair work, confirmation that work has been done and become a part of the permanent file. The inspection report shall be signed and dated by members of the inspection team, then permanently placed in the respective homeowner's project file. Where applicable, the report will subsequently be used to develop the work write-up specifications and cost estimate.

- B. Other than property maintenance code inspections and routine work site review progress inspections, all inspections will be performed by an inspection team consisting of a minimum of one Housing Program Inspector, one Code Technical Inspector when applicable, or one other housing staff person when code review is not required. Rough in, finish work or other repair items routinely reviewed by the Land Code Division will require a Technical Inspector. Only a City Building Official or if absent, a designee, can assign a Technical Inspector or propose an alternative route to meet this requirement, if the need arises and, on a case, by case basis for the purposes of this Program. At any time, the Housing Coordinator or other Housing Staff may also be present during any inspection. Inspections will be based upon the requirements of the: International Residential Code for One and Two-Family Dwellings. During inspections, the inspection team members will confer as needed on technical issues. In an effort to eliminate confusion among contractors and homeowners and to ensure that the process set forth in this manual is not circumvented or unduly compromised, all final directives regarding work performed or to be performed in relation to the Program (Housing Rehabilitation and Housing Repair Grants Program) shall be communicated to said parties by the Housing Program Inspector. The Technical Inspector and Housing Program Inspector should conduct sidebar discussions as needed to resolve issues requiring further repair or review. Discussions requiring resolution of differences of opinion between the Technical Inspectors and Housing Program Inspector on code issues will be presented to the City Building Official who is the ultimate authority on matters of the code. Programmatic related issues or issues other than those surrounding disputes between Technical Inspectors and the Housing Program Inspector will be resolved in a manner to be determined by the Director of Urban Development or the Community Development Manager in accordance with the guidelines of this program as specified in this manual or with consultation and solicitation of

expert opinion via internal or external sources and with guidance from the U.S. Department of Housing and Urban Development (HUD) when necessary. Prior to the final inspection of a project that requires an attending Technical Inspector, the Housing Program inspection team consisting of the Housing Program Inspector and Housing Coordinator or applicable designee at a minimum, will conduct a preliminary final inspection(s) with the Contractor to verify that the project is truly at the point of completion, ready for review by the final inspection team. The scheduling of these inspections, as with all others for projects funded with Community Development funds, will be coordinated through the Community Development Division and handled by the scheduler as previously described in this manual.

- C. Lead Based Paint Hazards shall be evaluated and the proper course of action taken based on the latest HUD guidelines in effect at the time of the inspection. Asbestos Hazards shall be evaluated and the proper course of action taken based on the latest U.S. Department of Environmental Protection Agency (EPA) and the Mississippi Department of Environmental Quality (MDEQ) guidelines in effect at the time of the inspection.
- D. If the inspection reveals that no substandard conditions of a hazardous code violation or of a health or safety threatening nature exist, the Homeowner will be notified in writing and the master file will be closed. A written inspection, complete with pictures, shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. The inspection shall be dated and signed by the inspectors making the inspection. When prepared, the homeowner will verify and sign the work write up. All documents will be forwarded for placement in the housing program project file. A copy of these documents may be made and retained by the Housing Program Inspectors. The originals of all documents will be placed in the permanent files.
- E. If the inspection reveals substandard conditions of a hazardous code violation or of a health or safety threatening nature, a work write-up and a cost estimate will be prepared by the Housing Program Inspector and reviewed by the Housing Coordinator, Community Development Manager and a Code Technical Inspector. A written inspection report complete with rough floor plan and pictures shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. All documents will be placed in the housing repair project file. A working copy of these documents will be made and retained by the Housing Program Inspector for use in preparing the work write-up and cost estimate. Upon completion, the inspection report(s) will be signed and dated by the inspection team members. When prepared, the Homeowner will verify and sign the Work Write Up. Originals of these documents will be placed in the permanent file.
- F. The work write-up and cost estimate are prepared:
 - 1. The Owner will be consulted on the proposed work write-up, given an opportunity to discuss the work noted therein and request such changes that are within the boundaries of the applicable program. The consultation will also include obtaining the Homeowner's permission to solicit proposals or cost quotations from contractors. Prior to soliciting proposals or cost quotations, the completed work write-up must be approved and justified by the Homeowner, Housing Coordinator, Housing Program Inspector, Technical Inspector or City Building Official and the Community Development Manager.

2. The Homeowner will be provided a final work write-up and consulted on work to be performed after the lowest, best bidder has been selected that is not more than 10% higher nor 10% less than the program staff cost estimate, or after assignment of a project to a sub-recipient as previously noted and prior to awarding a contractor agreement.
3. If an inspection reveals that a structure needs to be demolished, the City Building Official will be informed and enforcement will be carried out through the standard procedures of the City as prescribed by State statutes. In addition, the City Anti-Displacement Policy will be adhered to along with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

VI. FEASIBILITY

- A. A structure can be deemed feasible for a Housing Rehabilitation or Housing Repair Grant if the cost of its rehabilitation or repairs does not exceed the maximum costs allowed by the City's program of **\$85,000 for a Substantial Housing Rehabilitation Grant, and \$20,000 for an Emergency Repair Grant**. Homeowners must meet the program income and other eligibility criteria in accordance with the program guidelines.
- B. A determination that a structure is not feasible for rehabilitation or repair will be based on the work write-up and cost estimates, review of photographs and any other supporting documentation, where applicable, and review of the homeowner's application and file. Properties infeasible for Substantial Rehabilitation may be considered for the Reconstruction Program. **Note: For any unit that is funded through the HOME Program, the rehabilitation scope of work must address and satisfy all code violations.**

The City under any of the following circumstances will deem a project infeasible for repair, rehabilitation, or reconstruction.

- 1) If the estimated cost for rehabilitation exceeds the maximum of \$85,000;
- 2) If the estimated cost for emergency repairs exceeds the maximum of \$20,000;
- 3) If the estimated cost for reconstruction exceeds the maximum appraised value for the area;
- 4) If the Homeowner rejects the Program's repair, rehabilitation, or reconstruction plans;
- 5) If the Homeowner fails to meet the eligibility criteria for participation in the Program; or
- 6) If the Homeowner otherwise does not comply with program requirements.

The Housing Program Inspector will complete a feasibility inspection and attach it to the work write-up and cost estimate and forward all documents to the Housing Coordinator.

- C. Any structure deemed not feasible for repair or rehabilitation under the above guidelines will be so documented by the Housing Coordinator and attached to the other documents for further forwarding and review. The project will then be reviewed by the Housing Coordinator to determine if Reconstruction requirements are met. All documents will then be forwarded for review to the Community Development Manager who will verify

the determination of infeasibility for substantial rehabilitation and reconstruction eligibility. The Manager will return the documents to the Housing Coordinator who will then send written notification of the determination of infeasibility of substantial rehabilitation and eligibility/ineligibility of reconstruction to the Homeowner.

VII. APPEALS

If a Homeowner disagrees with staff decisions on any or all of the qualifying criteria, he or she may appeal the decision to the Director of the Department of Urban Development. The Homeowner should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

**Department of Urban Development
Attention: Director
Post Office Box 1898
Hattiesburg, MS 39403-1898**

The Director shall respond to the Homeowner within ten (10) working days. An appeal of the decision of the Director should be made to the **CDBG/HOME Board of Appeals** in writing within ten (10) working days of notice of the decision to the:

**Department of Urban Development
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898**

The Board is a committee made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Urban Development. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made regarding or based on a decision of the Director. Any further appeals will be made to a court with appropriate jurisdiction.

VIII. HOUSING REHABILITATION AND REPAIR GRANTS

A. Application Process:

1. The Homeowner must have lived in and possess clear title to the home to be rehabilitated or repaired for a period of at least one (1) year prior to applying for assistance.
2. To be considered for a Housing Rehabilitation Assistance Grant, a property must present major substandard housing conditions of a non-aesthetic nature, and household income may not exceed eighty percent (80%) of the median income according to family size. Median income will be the most recent figures published by the Department of Housing and Urban Development and provided to the Department of Urban Development for the City of Hattiesburg, Mississippi.

3. To be considered for a Housing Repair Grant, household income may not exceed eighty percent (80%) of the median income according to family size. The housing repair need(s) must present an immediate threat to life, health or safety. In recognition of the fact that such repairs likely pose a high risk to the health and safety of the occupants, time is of the essence; therefore, the Program, on a case-by-case basis may perform an inspection of a Homeowner's property upon approval by the Director of Urban Development.
 4. Potential applicants will be counseled by the Housing Coordinator who will explain the parameters of the repair grant assistance and determine the nature of the repair needs and the immediacy of the life, health or safety threat when applicable. If it appears that the potential applicant will qualify and the housing conditions appear to meet the necessary criteria, the applicant will be assisted in completing an application. For Housing Repair Grants, a statement of the nature of the immediate threat condition(s) shall be noted in the application. A finding that immediate threat conditions exist will be attached to the application based upon findings of the City's housing inspection team using the feasibility certification/checklist. The inspection process will include team members as previously described in Section V contained herein. Prior to the start of any repair work, an application and all required documentation for a housing grant must be submitted.
- B. All applicants will undergo a Third-Party verification process to verify eligibility for a housing grant. The applicant shall furnish proof of ownership status, one (1) year residency, homeowner's insurance and flood insurance as applicable, and current paid City and County tax receipts.
- C. The maximum grant limits for housing rehabilitation grants are: \$85,000 for a Substantial Rehabilitation Grant. The maximum for an Emergency Repair Grant is \$20,000. Maximums are based on the cost for contract work excluding possible discovery items, environmental review costs, temporary relocation stipends, or other project delivery costs that may be associated. Allowable costs are those reasonable and necessary to bring substandard housing condition into compliance with housing and related codes with the exception of functional systems which do not create a safety and health hazard in the case of Housing Rehabilitation Grants, or to eliminate immediate threat(s) to life, health or safety in the case of Housing Repair Grants. Due to the competitive bidding process and depending on nature of the work required, it is possible that a total grant to any one Homeowner could be less than the stated maximums. Due to discovery, environmental review, and other related project costs, it is also possible that the total grant and project costs is higher than the stated maximum. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Basic and Substantial Rehabilitation Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the maximum grant award limits. In special circumstances the Director of Urban Development may at his/her discretion may allow an exception.
- D. With the exception of homeowners who have received an Emergency Housing Rehabilitation Grant, homeowners will not be eligible for additional assistance, excluding warranty repair items, for not less than the applicable affordability period. A waiver of this requirement must

be approved by the Director of Urban Development for homeowners that previously have received Emergency Repair Grant assistance.

General Affordability Periods are as follows:

1. **Three (3) years for Emergency Repair Grants** where improvement of substandard housing conditions requires repairs at an estimated cost not to exceed \$20,000 excluding discovery items.
 2. **Five (5) years for Substantial Rehabilitation Grants** where improvement of substandard housing conditions requires substantial repairs including repairs to, or rebuilding and/or replacing some or all major building systems within an existing sound housing structure, and where the estimated total cost of repairs excluding discovery items is determined not to exceed the \$85,000 maximum.
 3. **Twenty (20) years for Reconstruction Grants** where substantial rehabilitation has been deemed financially infeasible based on program guidelines.
- E. Homeowners who provide false information concerning income, residency or other information required to prove eligibility will be required to repay in full all grant funds awarded for the rehabilitation work performed to the residence and associated legal and other costs incurred as a result of any required collection actions taken.
- F. After selection of a Contractor but prior to the execution of the Work Agreement, the Homeowner must execute the appropriate Grant Agreement.
- G. Affordability Periods are time periods in which beneficiaries are expected to (1) continue to utilize the home as their personal residence, and (2) are restricted from selling or otherwise transferring the title to any other party. Transfers of property during an active affordability period will result in a recapture of a prorated share of the federal funds invested in the project. In the instance of a transfer of title (sale or otherwise) as a result of the death of the homeowner/beneficiary, the affordability period may be canceled. In the event that City staff is made aware of the death of a beneficiary (where there is no spouse or other joint applicant to carry on ownership), the City may cancel the Deed of Trust (affordability period) even before any transfer of title takes place.

RECONSTRUCTION

NOTE: Reconstruction is a limited activity. Reconstruction becomes an option if a proposed rehabilitation project is unsafe, not livable, and financially infeasible per rehabilitation program guidelines.

The City of Hattiesburg's Homeowner Reconstruction Program Guidelines exist to effectively implement homeowner reconstruction activities in communities throughout the city.

II. Audience

The City of Hattiesburg receives funds to engage in and manage reconstruction activities. In some instance the City of Hattiesburg may elect to delegate the implementation of a portion of

the city's reconstruction program to local sub-recipients (i.e. non-profits). Accordingly, this manual has been prepared for City of Hattiesburg staff and its sub-grantees for the effective administration of the city's Homeowner Reconstruction Program.

III. Key Program Participants

A number of participants play key roles in the City of Hattiesburg Homeowner Reconstruction Program. They include:

U.S. Department of Housing and Urban Development (HUD)

HUD is the federal government agency that administers the CDBG and HOME Programs. HUD allocates program funds to grantees, develops and issues program regulations, notices and memoranda, monitors program performance and otherwise reviews State and local government productivity and performance.

The City of Hattiesburg

The City of Hattiesburg is an Entitlement Grantee of the HOME and CDBG programs. These program funds are intended to improve communities in the city within guidelines set by HUD as well as the City of Hattiesburg in its Housing Rehabilitation/Reconstruction and Housing Repair Grants Program Manual.

Program Administrators

The City of Hattiesburg may select contractors to carry out homeowner reconstruction activities in accordance with the Grant Agreement executed between the City of Hattiesburg and the contractors. The City may also elect to allocate federal funds to organizations acting as sub-recipients of the Homeowner Reconstruction Program.

Program Requirements

Low-income residents of the City of Hattiesburg, who own and occupy their home, may qualify to participate in the Homeowner Reconstruction Program. The latest Income Limits published by HUD will be used to determine whether or not a household meets the income requirements of the program (i.e. generally has an income of less than 80% of the median income level for the area). Additionally, a property will only be considered for the Reconstruction Program when the Work Write Up performed by the Housing Program Inspector indicates that the cost of rehabilitating the property will exceed the limits imposed on the Rehab/Repair program.

IV. Meeting Program Requirements

All HUD regulations apply to homeowner reconstruction. At times, this document may not differentiate between HOME, CDBG, HUD, or City of Hattiesburg regulations. Rather, it may refer to requirements more generally as "Homeowner Reconstruction" requirements.

Eligible projects will be approved annually through the Action Plan. Homeowners who receive assistance must have a clear understanding of these requirements.

Eligible Properties

All properties reconstructed with Homeowner Reconstruction Program funds must meet the following requirements:

- Single-family property (1-4 units), including condominiums

- Owner occupies the property as a principal residence
- Owner has occupied the property for at least one year prior to program acceptance
- Manufactured homes will only be replaced (reconstructed) with another manufactured home
- Property meets Section 8 Housing Quality Standards and local building codes once the reconstruction is complete
- After-reconstruction value estimate cannot exceed the Maximum After-Rehab (or reconstruction) Value Limits established by HUD, or otherwise established, for a particular area where a project is to be considered.

Eligible Households

Any household that is low-income (i.e. earns less than 80% of the median income of the county) at the time assistance is provided may be eligible to participate in the Homeowner Reconstruction Program. For the purpose of determining income eligibility, the City of Hattiesburg has adopted the IRS definition of Adjusted Gross Income.

The Homeowner Reconstruction Program does not require long term monitoring for income compliance and property standards. Once a property is completed, a homeowner's income may increase above 80% of a median income and/or the property may fall into despair. The City of Hattiesburg is not required to monitor these issues for any period of affordability.

Amount of Assistance

Assistance will be based on an after-reconstruction value not to exceed the maximum appraised value for the area.

Terms of Assistance

The City of Hattiesburg will provide deferred payment, forgivable loans of Housing Reconstruction Program funds to individual recipients. Projects are to be fully administered by the City of Hattiesburg or its sub-recipients, with no funds paid directly to the homeowner other than may be allowed by this program manual for temporary relocation assistance. All project costs will be taken into consideration when determining the total deferred loan amount. These deferred payment, forgivable loans are subject to recapture should the property be sold or otherwise transferred during the prescribed affordability period.

Property Standards

All units funded by HOME or CDBG funds must meet or exceed the federal Section 8 Housing Quality Standards (HQS) upon completion. Projects must also comply with the City of Hattiesburg reconstruction standards and the International Residential Code for One and Two-Family Dwellings. The HQS's are detailed in Part II of the Reference Manual.

Ineligible Properties

Homeowner reconstruction funds cannot be used for assistance on any of the following types of properties:

- Cooperatives

- Property occupied by renters
- Property or individuals previously assisted with homeowner rehabilitation funds, which are still within the prescribed affordability period.
- Projects that reduce the number of units in the building.

Relocation Costs

The City of Hattiesburg does not allow the permanent displacement of any resident of homeowner reconstruction-assisted properties. Temporary relocation will be necessary in certain instances.

Fair Housing, Equal Opportunity and Section 3

No person can be denied the benefits of, or be subjected to, discrimination under any activity funded by the Homeowner Reconstruction Program, on the grounds of race, color, national origin, religion, sex, age, or handicap.

Contracts for work performed in connection with homeowner reconstruction projects should be awarded to business concerns located in the same area as a project to the greatest extent possible as long as they are fully licensed and eligible according to HUD and City guidelines. Contractors, to the greatest extent possible, must strive to include minority business enterprises, women business enterprises, and Section 3 enterprises in work that they may sub-contract related to homeowner reconstruction.

IV. Homeowner Reconstruction Process Flow

1. Application Processing
2. Property Evaluation and Assessment
3. Project Selection
4. Determining Amount of Assistance
5. Council Approval
6. Contractor Selection
7. Pre-Construction Conference
8. Construction Management

APPLICATION PROCESSING

A. Verify Income Eligibility

The Homeowner Reconstruction Program requires that all homeowners be low- income (80% of area median income or less) at the time the assistance is provided. Income verification must occur within the six-month period prior to the start of the reconstruction. Delays in the process may require re-verification that the owner's income still meets the program requirements.

1. Determining Household Income

The City of Hattiesburg now uses the IRS definition of adjusted gross income. Income must be verified by either a review of source documentation or third-party verification.

a) **Third-Party Verification**

Under this method, a third party-employer, social security administration, or public assistance agency is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of call.

b) **Review of Source Documents**

Documents provided by the applicant, such as pay stubs and IRS returns, may often be the most accurate form of verification for certain types of income. These can be easier and less expensive to obtain than third party verification, however, they do not always provide full disclosure on such information as the average number of hours worked, overtime, tips, and bonuses. Copies of all documents should be retained in project files.

c) **Household income must be projected for the coming year, using past earnings, as well as recent or anticipated income changes, as a basis for projecting expected income in the coming 12 months.**

2. Determining Income Limits

The HUD Income Limits for the Hattiesburg MSA as published and periodically updated by HUD will be used to determine the applicable income limit for the Housing Reconstruction Program

3. Comparing Household Income to Income Limits

Using the information provided in the homeowner's application, source documentation and/or third-party verifications, the Income Certification form will be completed to determine the applicant's anticipated annual income and eligibility.

B. Determine the Appraised Value

Owner-occupied housing qualifies as affordable housing only if the value of the property, after reconstruction, does not exceed the HUD established appraised value limits for the housing type for the area. An analysis must be completed before any work on the property begins to ensure that the after-reconstruction value estimate will not exceed HUD's maximum appraised value limitations. If the after-reconstruction estimate exceeds the limit, the project may be infeasible.

Ensure Adequate Insurance Coverage

The program must verify that all homeowners maintain adequate homeowner's insurance. Proof of insurance covering the amount of funds invested must be documented by obtaining a copy of the insurance binder. The insurance must cover the amount of the grant for the duration of the affordability period at a minimum. Homeowners insurance is mandatory for this program. Homeowners will be required to provide periodic verification of homeowner's insurance throughout the affordability period. The City of Hattiesburg may pay for the first

year's insurance premium for whom obtaining it would impose financial difficulties.

All houses located in a 100-year flood plain must additionally have flood insurance equal to the amount of HOME or CBDG funds invested, and the property must be covered for the duration of the affordability period at a minimum. Homeowners will be required to provide periodic verification of flood insurance throughout the affordability period. The City of Hattiesburg may pay for the first year's flood insurance premium for whom obtaining it would impose financial difficulties.

If the house is located in the 100-year flood plain, and if the community in which the house is located does not participate in the National Flood Insurance Program, then the house cannot be reconstructed under this program.

D. Verify Ownership

The City of Hattiesburg must verify that the applicant owns the property through a review of the current tax records, deed of trust, and title opinion. The City of Hattiesburg's review of the tax records must be evidenced in writing and included as part of the project file.

Properties with existing liens exceeding five thousand dollars (\$5,000) will be deemed ineligible. The City may, at its discretion, provide loans with available HOME funds in order to pay down an existing mortgage or lien, not to exceed \$5,000 when: 1) that mortgage or lien otherwise prohibits the city from moving forward with the project; and 2) when the homeowner paying off the mortgage or lien in order to move the project forward would create an unbearable financial hardship. Loans made in this manner will be included in the total grant amount and will, likewise, be subject to the same affordability period.

Liens or Deeds of Trust attributable to primary mortgages on a property will not, as a single circumstance, disqualify a project as long as the mortgage is current and the homeowner is determined to have an ability to keep the mortgage current for the foreseeable future. The City will not pay any amount on a primary mortgage unless it meets the threshold and terms stated above and there is determined to be such a need. The City may require the homeowner's assistance in contacting primary or secondary mortgage holders to gather information and/or to get approval from primary mortgage holders for demolition/reconstruction. Community Development Division staff will make reasonable efforts to gain such approvals when necessary, but at the Director's discretion, efforts may be halted and a project file closed when attempts to achieve primary mortgage holder's approvals (if necessary) are unsuccessful.

CONSTRUCTION MANAGEMENT

A. Inspect Construction

During construction, the Housing Inspector is responsible for conducting three types of inspections as follows:

- **Progress Inspections-** To ensure the quality of the construction, the Housing Inspector should perform regular on-site inspections of the property. To the extent practical, each reconstruction project should be inspected twice per week. Regular progress inspections help owners identify potential problems early and enable them to act to prevent larger problems later in the project. Inspection Reports signed and dated by the inspector must be kept in project files.
- **Draw Inspections-** Inspections must always be performed prior to approving contractor payment requests. Payments can only be made for work that has been completed and is

"in-place" (i.e. stored materials must be installed before payment can be made). The inspection reports in project files should confirm that a full inspection of the contractor's progress was performed before each payment request was processed. More detail on draw inspections is outlined in the following action.

- Technical Inspection with Code Inspectors – To ensure the quality of work is performed to the Codes: building, electrical, mechanical, and plumbing.

B. Payment of Contractors

Payment procedures will follow the same guidance as other housing programs.

C. Issue Change Orders

Due to the fact that reconstruction implies the construction of a new unit in place of a demolished unit, change orders for contracts should be extremely uncommon. However, in the instance that a change order is determined necessary, procedures should follow the same guidance as other housing programs.

Since a change order becomes a binding part of the contract, the owner and contractor must sign it with prior written approval of the City of Hattiesburg. All change orders to the construction contract must be approved by the program administrator and attached to the Reconstruction Contract before the work changes are undertaken.

D. Perform Inspection

After completion of all repairs in the work write-ups and change orders, a final property inspection is conducted. In addition to the process outlined previously in the "payment of contractors" section, the inspector should check whether the property conforms to Section 8 HQS and City of Hattiesburg Reconstruction Standards. The owner and the contractor should be present for the inspection.

If additional work, clean up, or corrections need to be accomplished, a written punch list should be created. This punch list is a detailed list of all items remaining to be completed. Provide this list in writing to the contractor with instructions that upon completion of all items and inspection of the same, final payment will be made. Immediately after completion of all punch list items, a Certificate of Final Inspection is prepared and signed by all appropriate parties (Exhibit I-1). This form indicates that all work is complete in accordance with the contract and change orders and further indicates willingness to initiate closeout procedures.

E. Contract Close-out and Final Payment of Contractors

Upon completion of the final inspection, all of the following documentation should be verified as complete and in the permanent file:

- Lien Waiver from the general contractor
- Contractor's Final Request for Payment
- Certification of Final Inspection
- Copies of all warranties
- Certificate of Occupancy from the Department of Urban Development

Review all of the documents for accuracy and completeness. Supply the owner with a copy of

these documents.

F. Take After-Reconstruction Pictures

Document the work by taking pictures of the completed reconstruction. Always try to take the after-reconstruction pictures from the same spot pictures were taken before reconstruction.

IX. INCLUSIVE GRANT COSTS – if applicable

- A. Cost of correcting building code violations
- B. Testing and/or assessment of asbestos and lead-based paint hazards with a possible abatement, if necessary
- C. One-Year Premium for Flood Insurance when applicable
- D. Legal and other professional fees, if necessary
- E. Up to ten percent (10%) of the cost of repairs for change orders, unless otherwise approved by the Community Development Manager, if necessary
- F. Title Opinions and Appraisals, as deemed necessary
- G. Termite or other Pest inspection and treatment, if necessary
- H. Necessary Public Notices, if necessary
- I. Environmental Review costs
- J. Project Delivery costs

X. CONTRACTS AND CONTRACTORS

- A. A list of Qualified Eligible Contractors (QEC list) will be maintained in the City of Hattiesburg Department of Urban Development-Community Development Division. Contractors may be added to the list annually; however, no Contractor shall be allowed to submit a proposal or cost quotation if not a Qualified Eligible Contractor and has not obtained a **Data Universal Numbering System number (DUNS)**.

- 1. Qualified Eligible Contractors (QECs) must:

Furnish the following required documentation for consideration:

- Three (3) subcontractors;
- Two (2) suppliers;
- One (1) bank;
- Three (3) prior jobs, carried out by the contractor in order to assess quality of work and evaluate the workmanship;

- A copy of current license from the Mississippi State Board of Contractors and City of Hattiesburg Privilege Tax License; and
- A copy of performance and payment bond, required for projects of \$50,000
- A copy of current liability insurance and Workmen's Compensation.

These requirements are not in any way intended to exclude any qualified Contractor, but are intended to verify a proven track record of established business. The Department of Urban Development and the Selection Committee will review all submissions for consideration.

Sign a work agreement for each contract undertaken, which included the agreement to abide all local codes and ordinances as well as the City's Housing Programs Manuals in all work performed.

4. Proposals will be requested from all eligible contractors. The Homeowner will review the Qualified Eligible Contractors list and have the option of identifying up to two (2) Contractors that the owner would prefer not to contract with in the rehabilitation or repair of his/her home. Although there must be enough remaining contractors willing to make a proposal so as to satisfy City, State, and Federal procurement requirements
3. A Contractor's license from the City of Hattiesburg may be revoked for good cause in accordance with the codes and ordinances of the City. Also, contractors may be removed and disbarred from the Qualified Eligible Contractor list based on the following:
 - a. When a project's construction time exceeds, without justifiable cause, the construction period reflected in the contract. Once advised of the failure to meet contract deadlines, the contractor shall complete work within five (5) working days. If work exceeds the extended deadline, without justifiable cause, the contractor will be fined \$100 per day and any additional relocation costs incurred until the work is completed or until the contract is terminated at the discretion of the Program. In the event that the contractor neglects to complete contracted work, the associated Work Agreement may be terminated and the Housing Coordinator will arrange to have another contractor from the Qualified Eligible Contractors list complete the work. The Housing Program Inspector or designee will determine the extent of work not completed. In some instances, it may be necessary to estimate a percentage of work completed. The cost of work line items not completed or the percentage of work not completed, whichever is applicable, will be deducted from the total contracted amount in addition to the deduction for the penalty for incompleteness and excess relocation costs. These funds will be used to defray the cost for the unfinished work. Any remaining payment due the Contractor will not be made until all work is complete and the penalty for incompleteness will be deducted at that time.
 - b. When a contractor's construction performance is unacceptable as documented by the City of Hattiesburg Housing Program Inspector, Technical Inspectors, and Housing Coordinator.

- c. When a contractor violates the terms, conditions, and contents of the Work Agreement.
 - d. When a contractor violates the Housing Rehabilitation and Housing Repair Grants Program Guidelines.
 - e. When a contractor does not pay labor and material costs relating to the job, which could result in a lien against the property.
 - f. When a contractor fails to start work within ten (10) working days of issuance of the Notice to Proceed without justifiable cause, the contractor shall submit a letter to the attention of the Housing Coordinator explaining the reason(s) for the work delay, prior to the end of the ten (10) day working period, for approval. Contractors exceeding the ten (10) working days start date may be terminated from the Work Agreement with the Homeowner. (If contracted as the result of a proposal, the next lowest best proposer will be contracted with the homeowner to perform work originally contracted with the lowest best proposal Contractor.) In the event additional proposals were not received, the project will accept new proposals. The Contractor that exceeded the ten (10) working day period to start work will not be eligible to re-submit a proposal on the project. If contracted as the result of assignment to an eligible Sub-recipient to do housing rehabilitation or housing repair, the project will be reassigned to another eligible Sub-recipient.
 - g. When one or a combination of causes in (a) through (f) above or any other reasonable documented causes exists.
4. The Division Manager shall notify all contractors that have been removed or disbarred from the Qualified Eligible Contractors list in writing setting forth the cause and the term of disbarment.
 5. The U. S. Department of Housing and Urban Development (HUD) will be notified of Contractors violating federal law or exhibiting unethical behavior and recommended for disbarment from federal programs.
 6. The Qualified Eligible Contractors list may not in any manner be used as a means for discrimination or exclusion on the basis of race, national origin, sex, or age.
 7. Contractors may request reinstatement in writing to the Director when disbarment did not result from violation of federal, state or local law.
 8. Appeals regarding the Qualified Eligible Contractors Selection Process

If a Contractor disagrees with selection committee decisions on any or all of the qualifying criteria, he or she may appeal the decision to the CDBG/HOME Board of Appeals. The Contractor should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

**Department of Urban Development
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898**

Response time by the board will depend on the nature of the appeal, but will be as timely as possible. The Board is made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Urban Development. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made. Any further appeals will be made to a court with appropriate jurisdiction.

B. Work Proposal

1. Eligible Contractors will be furnished proposal packages a minimum of ten (10) working days prior to bid closing.
2. Contractors must attend a pre-proposal conference to include an onsite walk through review of the project and the proposed work several days prior to proposal closing.
3. According to RFP bid packet instructions, proposals must include a total cost for each line item and a grand total of the contractor's proposal written in ink or typed. When proposals are reviewed, the line items will be totaled, and that sum shall become the official grand total even if the contractor made an error in addition. The same form is to be used when any eligible entity submits cost quotations for assigned projects or for determination of assignment of projects.
4. Proposals and cost quotations must be submitted in a sealed envelope marked with the Contractor's name and address, as well as the project address, to the City of Hattiesburg City Clerk's office either hand delivered or mailed. Contractors may mail proposals at their own risk; proposals not in the possession of the City Clerk's office by the deadline stated cannot be considered.

Mail:

**City of Hattiesburg
City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898**

Physical:

**City of Hattiesburg
City Clerk
200 Forrest Street, 2nd Floor
Hattiesburg, MS 39401**

5. Contract price shall not be 10% higher nor be less than 10% below the program staff cost estimate. If the proposals or quotations are not within these limits, the Housing Coordinator and Community Development Division Manager may negotiate the costs with the Contractor having the lowest best proposal who is nearest to meeting the limitations.

6. Proposals from contractors not on the Qualified Eligible Contractors list and proposals from contractors with whom the homeowner indicated they would not enter into a *Work Agreement*, will be rejected.
7. The successful contractor will be notified in writing within five to ten (5 to 10) working days after a review by the selection committee identifies the selected contractor. All other contractors that made proposals will be notified in writing within fifteen (15) working days of the selection of the successful contractor.
8. All proposals shall be firm for a period of thirty (30) calendar days from the date of bid closing. If a contract is not executed, nor a *Notice to Proceed* issued within thirty (30) calendar days from proposal opening, the contractor may withdraw his/her proposal, thereby terminating and releasing both parties from any further obligation and liabilities.
9. The City reserves the right to accept or reject any or all proposals or to waive any formality in the proposal process.
10. The Housing Coordinator and the Housing Program Inspector shall weigh the capacity of contractors to complete work in accordance with the standards of the City during the proposal process. Caution will be exercised to ensure that contractors do not get overloaded to the extent that they cannot perform work in a timely manner. At least until a track record is established for each contractor, the Housing Program Inspector will have the authority to recommend that a contractor(s) may not submit proposals on new work until he/she is nearing completion or has completed on-going work in the City's program.

NOTE: A contractor will have no more than two (2) active projects at a time. A waiver of this policy must be approved by the Director of Urban Development.

C. Document

1. The homeowner and contractor shall execute the contract document supplied by the Department of Urban Development titled *Work Agreement*. After execution of the agreements, an onsite pre-construction conference, a Notice To Proceed will be issued to the contractor. Prior to commencement of work, the contractor shall obtain the appropriate building and related permits from the Land Code Development Division.

2. Amendments

As with any construction work involving remodeling or renovation of an existing structure, change orders may be necessary as the result of discovery when completing work items such as replacing deteriorated roofing, siding, flooring, and other items previously specified in the work write-up for a project. The scope of work for any proposed change order will be determined by the primary Housing Program Inspector or, when necessary, a designee Inspector who will immediately inform the Housing Coordinator of the need for the change order, the proposed scope of work required and any other pertinent details surrounding the pending circumstances. The Housing Program Inspector will write the work specifications and estimate costs for the additional work to be included in the file. A copy of the work specifications will be given to the contractor who will quote a price for the additional work. The contractor's proposed price is compared to the Housing Program Inspector's estimate and is automatically approved if within 10% above or below

the program's estimate. If the Contractor's price is outside the 10% parameters previously noted, then the Housing Program Inspector, Contractor and Housing Coordinator at a minimum will negotiate the cost to a mutually agreeable price that is deemed reasonable and necessary. The Director at his/her discretion will participate and or designate other staff to participate in negotiations. After settling on an agreed upon price, a formal Change Order form is prepared and circulated to the Housing Program Inspector, Housing Coordinator, Code Enforcement Technical Inspector and Community Development Manager for signatures. The homeowner and contractor will also sign the change order to review evidence, understanding and agreement of associated work details and costs. The Housing Coordinator is responsible for tracking this form through the signature process in a manner to affect an expedient turnaround time. The Program will strive whenever possible to affect no more than a two-day turnaround for internal signatures for change orders. Additionally, on a case-by-case basis, to deter lengthy delays in dire circumstances where the homeowner would be severely inconvenienced by even short delays in construction efforts (such as open roofs, walls and floors, non-functioning bath and toilet facilities due to a discovery repair item) a change order can be priority-routed through the process in which the Housing Program Inspector calls in to the office and follows through the initial steps of the change order process via telephone or radio communication. A change order can be prepared on site and a copy given or left at the site for the contractor's estimating as soon as possible. If necessary, the Housing Program Inspector can complete the cost estimate on the spot, call in and relay all of the information to the Housing Coordinator who will follow the proper line of communications to receive expedient approval for going forward with the change order work request, then relay approval to proceed to the Housing Program Inspector.

- a. Change Orders must be approved as outlined above and must be documented as follows:
 - 1) Item number on work write-up and description of work to be changed must include a total cost for each line item and a grand total of the contractor's requested change order.
 - 2) Reason for change.
 - 3) Related code violation, if applicable.
 - 4) Increase or decrease in cost resulting from change order.
 - 5) Other related information needed to render a decision.

All changes to the contract must be documented using a change order form. Additionally, a written explanation of the reason for each change order repair item should be noted on the *Work Detail /Cost Estimate* and the document signed by the designated Housing Program Inspector or designee Inspector. This form must accompany each change order request to be reviewed for processing and still applies in the case of priority routing. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Substantial Rehabilitation and Emergency Repair Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the

maximum grant award limits. In special circumstances the Director of Urban Development may at his/her discretion allow an exception.

- b. Nothing in this section shall be construed to prohibit the Director of Urban Development from overruling the final approval or disapproval of any change order, except that in such instances a factual basis for the ruling must be established, documented and made a part of the permanent case file

D. Inspections/Monitoring:

1. The Housing Coordinator and the Housing Program Inspector will maintain close supervision over all work. The Housing Program Inspector and/or appropriate Code Inspector (Enforcement Officer or Technical Inspector as applicable) will conduct the following inspections from application through construction completion (see Part I — Section V):

- a. Property Maintenance Code Inspection
- b. Work write-up inspection/ Identification of code violations and immediate repair items.
- c. Pre-construction conference to include a walk-through of work to be performed with all potential Contractors at job site.
- d. Progress Inspections — to ensure the quality of the construction, onsite visits to review work in progress will be conducted at least weekly by the Housing Program Inspector in addition to the rough-in and finished work inspections outlined below that will also require review by a Technical Inspector:
 - 1) Electrical- inspection of electrical work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 2) Plumbing- inspection of plumbing work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 3) Mechanical- inspection of mechanical functions will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 4) Building- inspection of the building will be conducted at the rough-in stage before work is covered up with sheetrock, etc.

The Hattiesburg Land Code Division will perform mechanical, plumbing, electrical, and building inspections in keeping with standard procedures of the Land Code Division. Housing Program Inspectors and Technical Inspectors shall insist upon quality construction with high quality new materials within reasonable constraints of the funds available. In no event shall the Housing Program Inspector or Technical Inspector sign off on any inspection of which he/she has knowledge of inferior or defective construction or materials or which percentage of completion is less than that noted on the inspection form.

2. Preliminary Final Inspection(s) — The Housing Programs Inspector and Housing Coordinator will inspect to verify that there is no incomplete work remaining from the work write-ups including any change orders (where applicable) prior to the review by the final inspection teams. Punch lists will be prepared at this point for any incomplete items. After all work is confirmed complete, a true final inspection will be scheduled.
 3. Final Inspection: After completion of all repairs in the work write-up and change orders, a final inspection will be conducted by the Housing Program Inspector, Technical Inspector and Housing Coordinator or designee to ensure that all work is completed satisfactorily and in accordance with the contract. The inspection should be made together with the homeowner and the Contractor. If all work has been completed satisfactorily, a final inspection shall be completed and signed by all appropriate persons.
 4. Inspection Reports: A copy of all inspection reports including code, property, and technical inspection reports should be signed, dated, and filed in the permanent project file in the Community Development Division-Housing Programs Unit.
 - 5.
- E. 180 Day/300 Day Inspections:
1. The Housing Program Inspector shall make a site visit to the home rehabilitated or otherwise repaired after one hundred eighty (180) days or six (6) months, and three hundred (300) days after the *Certificate of Final Inspection* has been issued, to review work performed. The Housing Program Inspector and Homeowner shall note any defects revealed during the inspection, and the Contractor will be provided a punch list of the same. If defects arise during the one-year warranty period, it is the responsibility of the Homeowner to inform the City.
 2. Once advised of warranty items, the Contractor shall perform corrections within ten (10) working days, weather conditions and other factors permitting. In the event that the Contractor neglects to correct the noted items, the Housing Coordinator will initiate procedures to seek revocation of license and/or disbarment of the Contractor from the QEC list.
 3. Neither the City nor the Contractor is responsible for defects or discovery of needed repairs that were not a part of the original work write up or included as a change order during the course of the contract.
 4. The City may, at the discretion of the Director, with evidence provided by the Homeowner, Contractor, Housing Program Inspector, or Housing Coordinator, approve of a change order after the completion of the original project if/when the following conditions are met:
 - a. the project is still within its warranty period, or the needed work was discovered and reported within the project's general warranty period,
 - b. the needed work is not the result of incidents that are (or should be) covered by the homeowner's insurance,

- c. the needed work is not the result of negligence or intentional damage to work previously performed by the program,
- d. the needed work is verifiably an oversight of the original scope of work, which would have otherwise addressed a major housing system or element (and not attributable to wear, tear, or deterioration since the course of the contract), and
- e. failure to address the additional needed work would result in damage or deterioration of the investment already made by the program, and/or would result in deterioration that would lead to health or safety threats in the foreseeable future.

F. Payments

1. All payments will be made to the Contractor within ten (10) working days from approval of invoice by the Mayor and City Council. Payment requests will be forwarded for Mayor and Council review only after the Department of Urban Development receives the following:
 - a. Building certificates of final inspection
 - b. Certificate of occupancy (if applicable)
 - c. Invoice for work performed
 - d. Lien waiver by the Contractor
 - e. Release of liens by the Contractor's subcontractors and material suppliers
 - f. Final inspection and acceptance of all work by the City of Hattiesburg Housing Program Inspector, Housing Coordinator, Community Development Manager, and City Building Official.

The homeowner's signature of acceptance of work is preferred and will be requested, but will not be required for payment to the Contractor for work performed and completed to the satisfaction of the Program. Additionally, all warranties and certifications relating to equipment, supplies and service products must be turned over to the Housing Coordinator prior to payment. Copies of all warranties and certifications shall be placed in the Homeowner's file to be retained by the City, and the originals shall be given to the Homeowner.

2. Payments to contractors must reconcile against work performed and in place. **Contractors must submit invoices documenting the work completed and the amount of the contract attributable to the work completed in justifying partial draws. Payments may be made only for work and/or materials installed, constructed, or in place; no payment may be requested or made for supplies purchased, inventoried, and/or on site not installed.** The Housing Program Inspector will verify work against that claimed on all invoices and determine whether or not the amount requested and the work items claimed are completed satisfactorily and are representative of the amount quoted. Although not required, the City reserves the right to retain up to five percent (5%) of the total cost of a

project through the end of the one-year warranty period. This amount would be deducted from the payment made upon 100% completion of the work, and will be forwarded to the contractor at the end of one year unless extenuating circumstances with the property require that the City need access those funds during the warranty period.

3. Homeowner Signatures: With the exception of projects assigned to Sub-recipients, the Housing Coordinator has the primary responsibility of communicating with and securing the homeowner's signature on all documents, which they must execute during the course of any processes associated with this housing rehabilitation or repair procedure. Only in the instance of projects assigned to Subrecipients shall it be the responsibility of the Subrecipient to obtain the homeowner's signature on any document, otherwise IN NO EVENT shall it be the responsibility of the Contractor to obtain the homeowner's signature on any document.

G. Contractor Certification

Contractor will sign a certification stating he or she understands that all rehabilitation and repair work will be accomplished in accordance with locally adopted codes and that the City will enforce those codes.

H. Disputes

All questions and disputes of decisions between the Contractor and the Homeowner regarding rehabilitation and repair work or methods will be settled by the City of Hattiesburg's Housing Program Inspectors. In case of an un-resolvable difference of opinion between the Housing Program Inspector and Technical Inspectors regarding code issues, the City Building Official shall have final authority. Any code or construction issues not resolved by the City Building Official may be appealed to the Hattiesburg Contractors Board. All questions, disputes or decisions regarding financial or program issues will be resolved by the Housing Coordinator in conjunction with and subject to the review and approval of the Director or his/her designee. Further appeals may be made to the City of Hattiesburg CDBG/HOME Board of Appeals for a final decision.

XI. GENERAL

No person who is an employee, agent, consultant, officer, elected official or appointed official who exercises or has exercised any functions or responsibility with respect to CDBG or HOME activities who is in a position to participate in a decision making process or gain inside information with regard to CDBG or HOME activities, may obtain a personal or financial interest or benefit from a CDBG or HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

XII. RESPONSIBILITY AND AUTHORITY

The Community Development Manager, under the direction of the Director of Urban Development, has delegated authority and responsibility to administer the *Housing Rehabilitation and Housing Repair Grants Program* in accordance with the guidelines set forth above and subject to the restriction of applicable local, state, and federal laws, and the dictates of sound business judgment, prudence, and ethical conduct.

City of Hattiesburg MS
Department of Federal and State Programs
Single-Family Housing Rehabilitation Standard

	Section Title
1	Health & Safety
2	Site
3	Exterior Building Surfaces
4	Foundations and Structure
5	Windows & Doors
6	Roofing
7	Insulation and Ventilation
8	Interior Standards
9	Electric
10	Plumbing Systems
11	HVAC
12	Appliances

Mission and Housing Values

In our example specs, the developer's mission is "to eliminate neighborhood blight through renovation and demolition while providing low -income families with safe, secure and affordable homes."

The ranking of primary considerations from the program's mission is as follows:

1. Health and Safety
2. Performance and durability
3. Life cycle cost
4. Affordable operating cost
5. Balanced initial cost
6. Environmental impact
7. Historically sensitive exterior

Applicable Laws and Regulations

The developer intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- HUD Environmental Review
- Building Code: International Residential Code
- Housing Code: The local housing code
- Federal Housing Code: Housing Quality Standards
- Life Safety Code: Life Safety Code

- HAZMAT: HUD requirements for specific programs

The developer will seek guidance and strive to conform to the following codes if financial resources are available for a specific project:

- Accessibility: ANSI standards for accessibility by disabled residents
- HAZMAT: HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- Building Code: IRCC (version accepted by the local Building Codes Department)
- Exceptions: On a case-by-case basis, deviations from the minimum requirements of this standard will be permitted with approval of the appropriate local agency

1 Health & Safety

Contaminants	
Repair Standard	Minimum Life 5 yrs.
NA	
Replacement Standard	
All materials installed will meet the following standards to minimize the presence of Volatile Organic Compounds (VOC) and Formaldehyde: • All paints and primers must meet the most recent Green Seal G-11 Environmental Standard. http://www.greenseal.org/certification/standards/paints_and_coatings.pdf • Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. http://www.aqmd.gov/rules/reg/reg11/r1168.pdf • All caulks and sealants, including floor finishes, must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District. • All particleboard components will meet ANSI A208.1 for formaldehyde emission limits, or all exposed particleboard edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation. All MDF edges will meet ANSI A208.2 for formaldehyde emission limits, or all exposed MDF edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation.	

Lead Based Paint (LBP)	
Repair Standard	Minimum Life 5 yrs.
For all houses constructed prior to 1978 - four (4) floors, two (2) window sills and two (2) window troughs (all randomly selected) plus a blank sample must be submitted to an EPA-accredited lead analytical laboratory and the dust samples must pass a dust wipe test for lead content as per the protocol in the HUD Guidelines. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work. See: http://www.hud.gov/offices/lead/lbp/hudguidelines/	

Replacement Standard	Minimum Life 20 yrs.
When stabilization of surfaces containing LBP is impractical, the most affordable solution for abatement of the component will be chosen. Walls containing LBP may be covered with drywall or gutted and replaced with drywall. Trim and other wood or metal components containing LBP may be removed and replaced with similar materials. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work.	

Asbestos	
Repair Standard	Minimum Life NA
Non-friable intact Asbestos materials that are not creating a hazard such as cementitious exterior wall shingles may be left intact and painted if appropriate. Asbestos-resilient floor tiles may be labeled as such and covered with underlayment and new resilient flooring.	
Replacement Standard	Minimum Life NA
Friable asbestos components, badly deteriorated cementitious shingles or deteriorated flooring will be removed and, if necessary, replaced with non-hazardous materials.	

Mold	
Repair Standard	Minimum Life NA
Any presence of mold is unacceptable and must be addressed per the National Center for Healthy Housing protocol "Creating a Healthy Home." http://www.nchh.org/Portals/0/Contents/FloodCleanupGuide_screen_.pdf	
Replacement Standard	Minimum Life NA
All carpeting, drywall or other gypsum-based wall coverings or any other non-structural components with mold present will be removed and replaced. The National Center for Healthy Housing protocol "Creating a Healthy Home" will be followed for remediation of structural components.	

Fire Safety - Egress	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life NA
Egress windows are required in all new sleeping and living areas unless other secondary means of escape requirements are met. The minimum dimensions for egress window clear openings are 20" wide by 24" tall, with a clear opening of 5.7 square feet. No bedrooms should be created in attics or basements unless Life Safety Code egress requirements are met.	

Fire Alarms	
Repair Standard	Minimum Life 5 years
Existing fire and smoke, and security systems that meet code will be repaired to operating condition.	
Replacement Standard	
Directly wired smoke detectors are required in hallways adjacent to sleeping areas and in all bedrooms.	

Carbon Monoxide (CO) Alarms	
Repair Standard	Minimum Life 5 years
Existing carbon monoxide detectors that meet code will be repaired to operating condition.	
Replacement Standard	
When atmospherically vented gas burning appliances, such as furnaces and water heaters, are present inside the dwelling, CO detectors are required in sleeping areas and immediately adjacent to fuel-burning appliances. CO detectors will be installed at a height defined in the manufacturer's instructions.	

2 - Site

Grading	
Repair Standard	Minimum Life 5 yrs.
When moisture problems exist that are the result of poor storm water drainage away from the building, the property will be re-graded for a distance of at least 10 feet away from the building will slope away from the structure at a pitch of at least 1 inch per foot.	
Replacement Standard	
Same as Repair Standard.	

Outbuildings	
Repair Standard	Minimum Life 5 yrs.
Unsafe and blighted structures, including outbuildings, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound, leak-free, with lead hazards stabilized. Detached garages should have operable and lockable doors and windows.	
Replacement Standard	
No outbuilding replacement is permitted in this program.	

Fencing	
Repair Standard	Minimum Life 3 yrs.
If repairs are needed, replacing sections or limited components in kind is permissible if the budget permits.	
Replacement Standard	
Wholesale replacement of deteriorated fencing is not permitted.	

Paving and Walks	
Repair Standard	Minimum Life 5 yrs.
Essential paving, such as front sidewalks and driveways with minor defects, will be repaired to match. Tripping hazards greater than ¾" must be addressed. Non-essential, highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.	
Replacement Standard	
Un-repairable essential walks will be replaced per City Ordinance. Wood-framed, handicapped-accessible ramps are an eligible expense.	

Trees and Shrubbery	
Repair Standard	Minimum Life 5 yrs
Trees that are dead, dying, or hazardous will be removed. Removal will include cutting close to the ground, and grinding of the stump to 12 inches below the finished grade is permissible if the root system is interfering with the foundation.	
Replacement Standard	
Landscaping with trees and shrubbery is not an eligible expense.	

Lawn	
Repair Standard	Minimum Life 1 yrs.
Reseeding or installation of sod is not an eligible expense.	
Replacement Standard	
Reseeding or installation of sod is not an eligible expense.	

3 - Exterior Building Surfaces

Exterior Cladding	
Repair Standard	Minimum Life 10 years
Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of one continuous coat of primer and two continuous coats of finish paint, and no exterior painted surface will have any deteriorated paint. Buildings designated as historic will	

have existing wood siding repaired in kind. New exterior wood will blend with existing and will be spot-primed and top-coated in a lead-safe manner.

Replacement Standard

Buildings not designated as historic may have siding replaced with vinyl siding or cement board siding to match the existing configuration. If replaced, soffit material will be replaced to match or with vented/perforated vinyl. Adequate soffit ventilation shall be installed or maintained.

Exterior Porches

Repair Standard

Minimum Life 5 years

Deteriorated concrete porches will be repaired when possible. Unsafe wood porch components will be repaired with readily available materials to conform closely to historically accurate porches in the neighborhood. Porch repairs will be structurally sound, with smooth and even decking surfaces. Deteriorated wood structural components will be replaced with preservative-treated wood.

Replacement Standard

Porches on building designated as historic will be rebuilt to conform closely to historically accurate porches in the neighborhood. Decks on non-historic porches will be replaced with 5/4" preservative-treated decking. Replaced railings will meet code. Replaced wood structural components will be preservative-treated.

Exterior Railings

Repair Standard

Minimum Life 5 years

Existing handrails will be structurally sound. Guard rails are required on any accessible area with a walking surface over 30" above the adjacent ground level. Sound railings may be repaired if it is possible to maintain the existing style. On historic structures railing repairs will be historically sensitive.

Replacement Standard

Handrails will be present on one side of all interior and exterior steps or stairways with more than two risers and around porches or platforms over 30" above the adjacent ground level, and will meet local codes. Handrails and guard rails will conform to the style of similar components in the neighborhood. On historic structures new railings will be historically sensitive.

Exterior Steps and Decks

Repair Standard

Minimum Life 5 years

Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces. Repairs will match existing materials,

Replacement Standard	
In non-historic structures wood decking may be replaced with 5/4" X 6" preservative-treated material and new steps will be constructed from nominal 2" preservative-treated wood.	

Exterior House Numbers and Mailboxes	
Repair & Replacement Standard	Minimum Life 5 years
All houses will have house numbers (clearly visible from the street, a minimum of 4" in height, and of a contrasting color clearly displayed near the front door), and a standard size mailbox, preferably wall-hung at the entrance.	

4 - Foundations & Structure

Firewalls	
Repair Standard	Minimum Life 5 years
Walls adjoining attached garages will be maintained without cracks and holes, with code required fire separation.	
Replacement Standard	
Same as above.	

Foundations	
Repair Standard	Minimum Life 15 years
Foundations will be repaired to be sound, reasonably level, and free from movement.	
Replacement Standard	
Complete foundation replacements are beyond the scope of the program.	

Structural Walls	
Repair Standard	Minimum Life 15 years
Structural framing and masonry will be free from visible deterioration, rot, or serious termite damage, and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected, and significant structural damage and its cause will be corrected.	
Replacement Standard	
New structural walls will be minimum 2" x 4", 16" OC. All exterior walls that are part of the building envelope (the air barrier and thermal barrier separating the conditioned space from the non-conditioned space) will be insulated with a minimum R-13 insulation and sheathed to code.	

Additions	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life 60 years
New additions are acceptable only when – for health and safety and/or livability reasons – it is necessary to add additional space. Stamped plans must be submitted to the City Building Official for review and approval prior to bidding. All standards for Exterior Building Surfaces, Roofing, Windows and Doors, Insulation and Ventilation, Plumbing, Electrical, HVAC apply.	

5 - Windows and Doors

Interior Doors	
Repair Standard	Minimum Life 5 years
Baths and occupied bedrooms will have operating doors and lock sets.	
Replacement Standard	
Hollow-core, pressed-wood product consistent with the style of existing doors including a brass-plated bedroom lock set.	

Exterior Doors	
Repair Standard	Minimum Life 5 years
Exterior doors will be solid, weather-stripped and will operate smoothly. They will include a peep site, a dead bolt, and an entrance lock set.	
Replacement Standard	
Replacement doors at the front of the property for historically significant buildings will be historically sensitive. Steel, six-panel doors may be installed at entrances not visible from the front street and on the front of the property for buildings that are not historically significant. Dead bolt locks will be installed on all exterior doors keyed to match. All new doors will be weather-stripped to be air tight.	

Windows	
Repair Standard	Minimum Life NA
All windows will operate, remain in an open position when placed there, lock when closed and the open section will be covered with a screen.	
Replacement Standard	
Windows that are not repairable may be replaced and will meet the ENERGY STAR standard for this geographic region. http://www.energystar.gov/index.cfm?c=windows_doors.pr_anat_window Windows on key façades of historically sensitive properties will be wood of the style original	

to the building. New windows on other properties may be vinyl or aluminum and double-glazed.

6 - Roofing

Flat and Low-Slope Roofing	
Repair Standard	Minimum Life 2 years
Built-up roofing that is leak-free will be re-coated and flashing and accessories repaired if their minimum life is questionable.	
Replacement Standard	
Modified Bitumen is an approved roofing material for low sloped roofs.	

Pitched Roofs	
Repair Standard	Minimum Life 5 years
Missing and leaking shingles and flashing will be repaired on otherwise functional roofs. Slate, metal and tile roofs will be repaired when possible.	
Replacement Standard	
No more than 1 layer of roofing is permitted when a roof is replaced. Fiberglass, asphalt, 3-tab, class A shingles with a prorated 25-year warranty over 15-lb. felt with new drip edge on all edges.	

Gutters and Downspouts	
Repair Standard	Minimum Life 5 years
Gutters and downspouts must be in good repair, leak free and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.	
Replacement Standard	
Gutters and downspouts will be installed and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.	

7 - Insulation and Ventilation

Bath Ventilation	
Repair Standard	Minimum Life NA
Smooth metal ductwork to the outside may be installed or repaired on existing bathroom fans that are operational but not properly ducted. Delay timer switches (set to an additional 20 minutes of run-time) for bathroom fans are an allowable expense.	
Replacement Standard	Minimum Life 10 years
Bathroom fans ducted to the outside using smooth metal ductwork and rated at a minimum of 80 CFM are highly recommended, as is a delay timer switch.	

Kitchen Ventilation	
Repair Standard	Minimum Life 2 years
Whenever possible, kitchens must have functional mechanical ventilation operating at a minimum 120 CFM. All ductwork will be heavy gauge galvanized metal, air tight with sealed seams. The installation of soffit to conceal ductwork is an allowable expense.	
Replacement Standard	
Same as the repair standard.	

Roof Ventilation	
Repair Standard	Minimum Life 5 years
1 square foot of free venting must be supplied for every 300 SF of area directly under the roof. The ventilation path must be free from obstructions and protected against access by rain, snow or pests. Ventilation shall be balanced between high and low vents to provide natural convective flow of air currents.	
Replacement Standard	
The venting requirement is the same as with the Repair Standard above with a strong preference for a combination of ridge vents, soffit vents.	

8 - Interior Standards

Interior Walls and Ceilings	
Repair Standard	Minimum Life 3 years
Holes, cracks and deteriorated and un-keyed plaster will be repaired to match the surrounding surfaces. All visual surfaces will be stabilized to minimize lead paint hazards using water-based paint.	
Replacement Standard	
When necessary plaster will be replaced by ½" gypsum board. Fire-rated assemblies will be specified on a project-by-project basis as required by local codes.	

Flooring	
Repair Standard	Minimum Life 3 years
Bathroom, kitchen and other water-susceptible floor areas will be covered with water-resistant flooring that is free from tears or tripping hazards. Damaged wood floor will be repaired. When existing deteriorated carpet is present over hardwood floors, the hardwood will be refinished whenever possible.	
Replacement Standard	
Baths will receive resilient sheet goods over plywood underlayment, and kitchens will receive resilient sheet goods. Whenever possible rooms other than kitchens and baths with existing wood flooring will be maintained as wood floors and refinished when appropriate. Rooms other than kitchens or baths without usable wood floors may be finished with carpet.	

Closets	
Repair Standard	Minimum Life 5 years
Existing closets with a minimum depth of 2 feet will be maintained in good repair and have a shelf and clothes rod.	
Replacement Standard	
New closets may be created if there is a significant lack of storage space and the budget permits. New closets will have a depth of 2 feet and include a shelf and clothes rod.	

Kitchen Cabinets and Countertop	
Repair Standard	Minimum Life 3 years
Kitchens will have a minimum of 10 feet of countertop with base and wall cabinets (or dishwasher) to match. Existing cabinets with hardwood doors and face frames may be repaired if in good condition. All cabinets will be sound and cleanable.	
Replacement Standard	
New kitchen cabinets will have plywood boxes. Cabinets will have hardwood doors and face frames. There will be a minimum of 10 lineal feet of post-formed countertop with corresponding base cabinets and wall cabinets. Corners in countertop designs are permitted if factory assembled. A drawer base (12" or 15") will be included in new cabinetry. A plastic laminate panel to match the countertop or a stainless-steel panel will be installed as a base cabinet to wall cabinet backsplash behind the range and extending 6 inches past the range on both sides, or if the range is in a corner along the side wall and trimmed with chrome metal edging.	

9 - Electric

Ground Fault Interrupter Circuits	
Repair Standard	Minimum Life 5 years
Non-functioning GFCIs will be replaced. Kitchen counter, bath and laundry receptacles within will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	
Replacement Standard	
Kitchen counter, bath and laundry receptacles will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	

Passage Lighting	
Repair Standard	Minimum Life 7 years
All lights and switches in hallways, stairs and other passages will be operable and safe.	
Replacement Standard	
All halls, stairs and rooms necessary to cross to other rooms and stairways must be well lit and controlled by a 3-way switch using concealed wiring. Attics must have utility light fixtures.	

Kitchen Electric Distribution	
Repair Standard	Minimum Life 5 years
Existing receptacles, fixtures and switches will be safe and grounded.	
Replacement Standard	
Permanently installed or proposed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers will have separate circuits sized to N.E.C. Two separate 20-amp counter circuits are required with each kitchen area.	

Interior Electric Distribution	
Repair Standard	Minimum Life 7 years
Exposed knob and tube will be replaced. Every room will have a minimum of one duplex receptacles, placed on each wall and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g. first floor above crawl spaces, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring will be free from hazard, and all circuits will be properly protected at the panel. Exposed conduit is allowed. Bedrooms receptacles will be protected by an Arc Fault breaker. There must be one electrical receptacle at the service panel.	
Replacement Standard	
When a room's wall finishes are removed, it will be rewired to the latest version of the National Electric Code.	

Service and Panel	
Repair Standard	Minimum Life 10 years
Distribution panels will have a main disconnect, at least 10 circuit-breaker-protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices.	
Replacement Standard	
200-amp service with a main disconnect panel containing at least 30 circuit breaker positions.	

10 - Plumbing System

Drain, Waste, Vent Lines	
Repair Standard	Minimum Life 1 year
Waste and vent lines must function without losing the trap seal.	
Replacement Standard	
When walls are removed exposing vent and waste lines those lines will be reworked to the current IRC.	

Plumbing Fixtures	
Repair Standard	Minimum Life 3 years
All fixtures and faucets will have working, drip-free components. Toilets with greater than a 1.6 GPF rating will be replaced with a maximum 1.28 GPF model.	
Replacement Standard	
Single lever, metal faucets and shower diverters with 15-year, drip-free warranty and maximum 2.0 GPM flow. White ceramic low-flow toilets (1.28 Gal), double bowl stainless steel sinks, and fiberglass tubs with surrounds.	

Plumbing Minimum Equipment	
Repair Standard	Minimum Life 3 years
Existing equipment will be repaired to conform to the Housing Quality Standards.	
Replacement Standard	
Every dwelling unit will have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet.	

Water Heaters	
Repair Standard	Minimum Life 7 years
Each housing unit will have a working water heater less than 3 years old with a minimum capacity of 40 gallons if it is gas-fired or electric. Gas water heaters more than 3 years old may be repaired if it is clear that a repair will make it operable.	
Replacement Standard	
All units will have a minimum 40-gallon, gas-fired or electric water heater with a 5-year warranty installed to the IRC.	

Water Supply	
Repair Standard	Minimum Life 10 years
The main shut off valve must be operable and completely stop the flow of water to the house. All fixtures must be leak-free and deliver sufficient cold water and, where applicable, hot water.	
Replacement Standard	
The main shut off valve must be operable and completely stop the flow of water to the house, and should be replaced if it does not. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced with copper. All fixtures will have brass shut off valves. A minimum of one freeze-protected exterior hose bib is required.	

11 - HVAC

Air Conditioning	
Repair Standard	Minimum Life - NA
Non-functioning, non-repairable air conditioners will be removed and drained of all CFCs. Existing central air conditioning will be inspected, serviced and refurbished to operate safely.	
Replacement Standard	Minimum Life 20 years
New HVAC systems will have air conditioning (≥ 14 SEER)	

Chimney Repair	
Repair Standard	Minimum Life NA
Unused chimneys will be removed to below the roof line wherever roofing is replaced unless	

the house is in a Historic District or on the National Register. Unsound chimneys will be repaired or removed unless the house is in a Historic District or on the National Register. When chimneys must be used for combustion ventilation, they will be repaired.

Replacement Standard

Minimum Life NA

The creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. Replacement furnace flues, when required, will be metal double- or triple-walled as recommended by the furnace manufacturer.

Distribution System

Repair Standard

Minimum Life 5 years

Duct work will be well supported, insulated in unconditioned space and adequate to maintain 68°F measured 36" off the floor when the outside temperature is the average yearly minimum, in all habitable and essential rooms. All duct work will be insulated to R-7, sealed at all seams.

Replacement Standard

Minimum Life 25 years

All duct work will be insulated to R-7, sealed at all seams.

Heating System

Repair Standard

Minimum Life 5 years

Workable existing heating systems will be inspected and serviced to operate in a safe manner.

Replacement Standard

Minimum Life 25 years

Gas-fired heating plants will be rated at $\geq 92\%$ AFUE or better. Heat pumps will be rated at ≥ 14 SEER.

12 – Appliances

Kitchen Appliances

Repair Standard

Minimum Life 3 years

All units will have a working and cleanable range. If there is an existing dishwasher in working and cleanable condition, it may be retained with minor repairs.

Replacement Standard

Minimum Life 15 years

All redesigned kitchens will have ENERGY STAR-labeled appliances.

CONTRACTOR'S SPECIFICATIONS LISTING**CITY OF HATTIESBURG – URBAN DEVELOPMENT/COMMUNITY DEVELOPMENT DIVISION****Site Work (4)**

906	FLATWORK – SIDEWALK, REMOVE, HAUL AND REPLACE: Remove concrete slab and haul away from site. Compact are for placement of concrete. Form and pour reinforced concrete slab. Concrete shall be 4' thick, 2,500 PSI. Smooth surface, brush finish, edge trowel at form, expansion joints and control joints @ 10' center. Include 6'x6'x 10# wire mesh and dowels at existing flatwork.	SF
965	DRIVEWAY COMPLETE- CONCRETE: Excavate, level and compact to 85% subgrade. Form, pour and broom finish a 4-inch, 3000 psi, concrete driveway and apron. Provide #10 welded wire mesh, expansion joints at 10' intervals, and a broom finish surface that directs water away from the building. Remove all forms, re-grade and spot seed.	SF
9754.1	REGRADE AT FOUNDATION AND SEED: Mow yard 4' out from structure with a bagging mower as low as possible. Install 5" of top soil at foundation graded out 4' from foundation to 1 ". Tack, straw, fertilize and seed area. Install 3' high barricade of string on 1" x 1" stakes to establish lawn.	SF
9763.1	BARE SOIL-SOIL REPLACEMENT - SOD AREA: Dampen dry bare soil. Remove and dispose of the top 4" of soil in the areas indicated on the plan or noted otherwise. Disposal of removed soil must be in accordance with state and EPA guidelines. Spread 1" of peat and manure and till into 4" depth. Bring In clean topsoil and spread evenly to replace all removed soil. Fertilize and sod area. Install a 3' high barrier of marking tape or string on 1' x 1' stakes to establish lawn.	EA

Demolition & Disposal (5)

707	DEMO CABINETS: Remove kitchen or bathroom cabinets by withdrawing fasteners to minimize wall damage. Remove debris from site and haul to a legal landfill. Vacuum wall and floor surfaces.	LF
710	DEMO NON-BEARING PARTITION: Remove partition including plaster/drywall, lath, framing members, fixtures, wiring, and mechanical runs. Dispose of in code legal dump.	LF
735	DEMO, INTERIOR DRYWALL, PLUMBING, ELECTRIC, FLOOR FINISHES & HAULING: Remove all Interior plumbing and electrical fixtures, rough-ins, cabinets, and wall finishes to studs including all floor finishes. Remove all insulation. Debris to be removed from site. Building to be left broom clean.	SF
745	DEMO, CHIMNEY, INCLUDE NEW FRAMING: Demo chimney to below first floor line. Frame existing chimney opening with rafters to match existing and sheathing to match existing thickness. Install 30# felt paper over sheathing to prevent water intrusion. Frame opening at ceiling Joist with joist to match existing size using joist hangers where necessary. Frame existing chimney opening at floor joist with joist to match existing using Joist hangers where necessary. Patch flooring by tooothing existing flooring and Install flooring to match existing with no joints within 6" of another. Haul all debris from job site.	EA

Demolition & Disposal (5) - continued

750	DEMO- OUT BUILDING OR SHED: Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.	SF
786	DEMO/DISPOSAL OF ATTACHED STRUCTURE: Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.	SF
793	DEMO- TRASH HAULING- DEBRIS REMOVAL: Haul all trash/debris from jobsite on a routine basis. No trash will be allowed to accumulate in building or around the exterior of the building and stand for long periods of time. Trash should be dumped at an approved dump site licensed for construction debris. Building should be kept broom clean at all times and free of work hazards. Dumpsters are permitted, but should be clear of all public access. Foundations, Concrete & Paving (6)	AL

Foundations, Concrete & Paving (6)

896	FOUNDATION, HOUSE, STRAIGHTEN WITH FOOTINGS, PIERS AND SILLS: Shore and straighten structure as close as possible. Replace defective piers, footers and sills. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" deep reinforced concrete footings matching existing height. Sills to be treated 6" x 6" with notched joints occurring at piers. Approx. LF of sill and approx. # of piers:	LF
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Masonry (7)

1106	MASONRY- PARGETTING AND BOND WALL: Prepare surface by: cleaning with brush, removing all loose and deteriorated mortar; resetting loose foundation components and filling voids with masonry cement. Trowel a continuous 3/8" coat of fiberglass reinforced surface bonding mortar per manufacturer's specifications.	SF
1115	MASONRY- PIER -REPAIR TO MATCH EXISTING: Repair pier with matching materials to match as close as possible. CMU, brick or other (as approved by owner) shall be laid on existing sound concrete or brick footings. Pier should fit firmly under existing sill/beam.	EA
1121	MASONRY- PIER- CMU BLOCK PIER- REPLACE: Shore and straighten structure as close as possible. Replace defective piers, footers. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" reinforced concrete footings.	EA

	Piers should be firmly under existing sill/beam using solid shims as necessary (wooden shims not allowed).	
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Masonry (7) - continued

1170	MASONRY· BLOCK WALL REPAIR· MATCH EXISTING: Remove damaged block and patch wall by toothing damaged block and mortar. Install new CMU to match existing with match mortar joints at all sides of new block. Fill new CMU cells with mortar if possible. Clean patched area and paint area to match adjacent areas. Clean and remove all debris from job site.	SF
1230	MASONRY· REPOINT: Tuck point masonry. AU masonry joints found to be loose, weak, cracked or structurally defective to cut out to a minimum of 5/8" or until sound surface is reached. Flush all joints clean with water or compressed air and repaint using a prepared cement base mortar, matching existing mortar as color and joint as close as possible. Clean all surfaces of masonry mortar stains when finished.	SF
1235	BRICK WALL REPAIR: Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible.	SF
1330	CHIMNEY--REPOINT: Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material. and repainting using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter.	SF

Framing (8)

2210	FRAMING· BEAM--DOUBLE 2"x10": Shore location as necessary to remove any existing beam and framing. Install a double 2"x10" beam, level, crown up and all necessary framing to secure beam. Use S4S SYP lumber to create beam. Nail each end of beam with three 16D nails and stagger nails at 16" on center through remainder of beam. Beam to sit firmly against supporting members. Nail beam to all remaining and new framing.	LF
2232	FRAMING - BEAM, WOOD, LOAD-BEARING 6" X 6" TREATED SILL: Install new load-bearing 6" X 6" treated wooden beam. Beam to be sized and Installed according load and code requirements. Anchor beam to supporting Framing members bearing on sound pier/fooling foundation. Any Joints in sill must fall on new or existing piers to match existing. Re-nail all joists to new beam or use joist hangers when necessary.	LF
2457	FRAMING-REPAIR/REPLACE -DETERIORATED STUDS: Repair or replace deteriorated studs. Stud size to match existing studs. Sister (scab) new studs next to damaged studs by staggering nail pattern using 16d common nails every 16". New studs to sit firmly against top and bottom plates with nail at three sides. Replace any damaged or rotten top and bottom plates or door and window headers. All headers to meet code requirements.	LF
2463	FRAMING, WALL, BEARING - EXTERIOR 2x2 – 12 FT CEILINGS: Frame bearing wall with 2"x4' #2 SYP studs at 16" O.C. with double 2"x4" full width top plates and single 2"x4" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2-2"x8" with 1/2" ply woods sandwiched between. Use cripple jacks from bottom plate to header and from header to top plate. Where openings exceed 36",	LF

	use minimum of double 2"x10" stock with 1/2"x91/2" plywood sandwiched between for header. Use cripple jacks from bottom plate to header and from header to top plate.	
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Framing (8) - continued

2464	FRAMING-WALL, BEARING - EXTERIOR 2" 6: Frame bearing wall with 2" x 6" #2 SYP studs at 16" O.C. with double 2" x 6" full width top plates and single 2" x 6" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2 -2"x 8" with 2"x 6" on top and bottom of header nailed into each header piece. Use cripple jacks from header to bottom plate and header to top plate. Where openings exceed 36", use minimum of double 2"x10" stock with 2" x 10" lumber on top and bottom of header nailed into each header piece. Use cripple jacks above header to top plate and cripple jacks from bottom plate to under header.	LF
2466	FRAMING, WALL, 2" " 6": Frame new wall with 2" x 6" #2 (standard or better) studs at 16" O.C. with double 2" x 6" full width top and 2" x 6" bottom plate. Secure new wall to existing walls, floor, and ceiling using 3" nails or screws into existing framing or newly installed nailers. Where openings under 36" are to be included, install header constructed of (2) 2" x 6" with 1/2" x 5-1/2" plywood sandwiched between or 4x or per code. Use cripple jacks from header to bottom plate and from header to ceiling plate. Where openings exceed 36", use minimum of (2) 2" x 8" with 1/2" x 7-1/2" plywood sandwiched between or 4" x 6" stock for header. Include all necessary tie downs and strapping per code.	LF
4403	ROOF RAFTERS, BRACE (SCAB), FULL LENGTH, MATCH SIZE: Install rafters to brace roofing structure (scabs). Extend new rafter member the full length of defective/damaged rafter. New rafters to match existing size. Nail to existing rafter at each end using three 16d nails and every 32" O.C. staggering nails. All new members to run full length without joint where abutting headers, use joist hangers. Installation to be per code.	LF
4425	RAFTER-REPLACE RAFTER TO MATCH EXISTING: LF Dispose of roofing and defective rafter. Install a pine rafter, sized to match existing roof rafter, crown up, from ridge board to fascia. Re-nail sheathing to new rafter with nails long enough to penetrate rafter at least 2".	LF
4430	RAFTER TAIL -REPAIR: Remove damaged rafter tail and dispose. Install a new matching rafter tail into existing overhang area and fasten to roof sheathing and existing rafter. Cut damaged rafter into attic area if necessary. Repair any damage caused during installation. Prime and paint to match existing with high grade exterior latex paint.	EA
4439	ROOF - REFRAME WITH PITCH, INCLUDING SHINGLES: SF Remove all roofing and roof framing down to wall plates if necessary. Haul all debris from site. Install new pitched gable roof (match existing pitch). Rafters, joists, framing, and tie downs to be per code. Install 1/2" plywood CDX sheathing or 7/16" QSB. 151b saturated felt, style "A" roof edging at entire perimeter, all flashing to any vertical surfaces, galvanized flashing at valleys and 30-year self-sealing shingles. Overhang to be a minimum of 1'-0" or match existing, same style as house. Replace all removed attachments. Provide a minimum 1-year contractor warranty and furnish manufacturer warranty.	SF

Framing (8) - continued

4756	SOFFIT & FASCIA, WOODEN, REPAIR, REPLACE TO MATCH EXISTING: Replace all broken, deteriorated soffit & fascia with treated lumber to match existing. All soffit to be exterior grade (B,C or better) plywood to match existing thickness or 1x lumber to match existing. All new fascia to be S4S pine to match existing size and thickness. Include replacing any deteriorated framing (lookouts, wall band, rafter tails, etc.) using lumber to match existing. Bottom edge to be straight line matching existing. All nails to be galvanized.	LF
2875	WINDOWS- WOOD SASH • SINGLE GLAZED: Remove existing stops, windows and sash balances. Prepare frame and install new single glazed wood sash into existing frame. Install new sash weights and cords or new sash balances, all wooden trim, stops, guides and weather stripping, ready for paint. Locations:	EA
2880	WINDOWS- REPLACE, WOOD, DOUBLE HUNG, MATCH EXISTING: Remove stops, windows and sash balances. Prepare frame, provide and install new glazed wooden sash into existing frame, new spring sash weights or balances, all wood trim, stops, parting strips, guides and weather stripping, ready for paint. Paint inside and outside of the new sash with two coats of high grade exterior latex paint. Color to match as close as possible to existing.	EA
2915	WINDOWS- REWORK/REPAIR EXISTING- MODIFY FRAME: Remove existing wooden window frame and sash. Rework/repair existing frame to shorten frame height. Configure new frame height to allow approximately 2" from window frame apron and interior finish (counter top, cultured marble, ceramic tile, etc.) in kitchen or bath. Install reworked frame into existing opening. Install necessary framing below frame and tooth in exterior siding to match existing siding and adjacent finishes. Toothed joints in siding to be no less than 16" apart. Rework wooden sash and install into frame with all stops, pulleys, sash balances and parting strips. Install salvaged interior casing or new casing to match existing including apron and stool. Repair all interior damage during installation to match adjacent area.	EA
2930	WINDOWS-ALUM SGL HNG/DBL GLZ •LOWE- REPLACE: Replace windows with aluminum single hung double glazed, low-e, windows. In siding Installation, cut straight cuts around old window to remove. Install self-adhesive modified bitumen flashing around each opening extending from inside wall surface to a minimum of 2" under exterior finish. Siding cut for Installation must be toothed so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and siding. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.	EA
2932	WINDOWS- LOWE • ALUMINUM REPLACEMENT, INTO EXISTING FRAMES: Remove existing window sash, hardware, parting strips and stops. Replace windows with new divided lite aluminum. Low - E, single hung double-glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all Junctions of window and Install any stops necessary for proper installation. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.	EA

Framing (8) - continued

2933	WINDOWS - LOWE · VINYL REPLACEMENT INTO EXISTING FRAMES: Remove existing window sash hardware, parting strips and stops. Replace windows with new divided lite vinyl, Low - E, single hung double-glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all junctions of window and install any stops necessary for proper installation, Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.	EA
2968	WINDOWS· MATCHING, INSTALL IN EXTERIOR WALL: Install new window unit into exterior bearing wall. Window to match existing window units in type, size and color including aluminum, vinyl and wooden units. Cut opening and install header and all framing. All headers to be 2" x 10" with 1/2" x 9-1/2" sandwiched between members. Windows are to be properly flashed into existing exterior wall. All trim surfaces inside and outside to match existing. Repair all surfaces inside and out to match existing. All siding must be toothed in and no joint within 16" of another. Prime, caulk and paint to match existing.	EA
2980	WINDOW· VINYL SGL HNG DBL GLZ • LOWE: Replace windows with new vinyl, single hung, double glaze, low e, color tone windows of the same sizes of existing. In siding installation, cut around window to remove old window. Install 4 mil visqueen or impregnated felt wrap around each opening extending from inside wall surface to a minimum of 2" under existing finish. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and any new material added. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.	EA
3186	DOOR - EXT. - PRE-HUNG STEEL- 6 PANEL W/LOCKS • NEW: Install a new 3'-0" x 6'-8" x 1-3/4" exterior, six panel steel clad door unit complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, peep hole and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.	EA
3188	DOOR• EXT.· PRE-HUNG STEEL W/ SUNBURST LITE WITH LOCKS: Install 3'-0" x 6'-8" x 1-3/4" exterior steel-clad door with star burst lite at top. Unit should be complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.	EA
3210	DOOR - STORM DOOR--ALUMINUM: Install a new aluminum combination storm and screen door with white baked enamel aluminum finish and closer. Door to be hung into existing door frame.	EA

Framing (8) - continued

3250	DOOR • INSTALL IN EXTERIOR WALL: Install exterior door unit in exterior bearing wall. Cut opening and install header and all framing. Headers in exterior walls to be double 2" x 10" SYP lumber with 1/2" x 9-1/4" plywood sandwiched between supported by 2x opening studs on each end of header. Install a new 3'-0" x 6'-8" x 1-3/4" exterior steel-clad door unit complete with Integral jamb, Interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation. Repair all surfaces in and out to match existing. Repair any damage caused during installation to match existing.	EA
9522.1	EXTERIOR DOOR-STABILIZE & ADJUST: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Plane exterior door edges and adjust hasp and strike plate to minimize door/jamb friction. Wet scrape door jams and trim. Clean and de-gloss with detergent solution. Rinse to neutral and allow to dry. HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex.	EA
9532.1	EXTERIOR DOOR--REPLACE WITH METAL PREHUNG • LEAD PROTOCOL: After establishing any required floor containment with polyethylene sheeting, wet mist, remove wrap in polyethylene sheeting and dispose of door, frame and casing. Install a pre-hung, insulated, 4-panel, metal skinned door including magnetic weather stripping, interlocking threshold, wide angle peep site, dead bolt and entrance locksets. Re-trim opening with 1" x 6" casing and brick molding. Prime and prep all wood with premium acrylic latex.	EA

Siding & Stucco (11)

2566	SIDING -1/2" X 8" HARDI-PLANK WITH SHEATHING: SF Prepare surface by removing, existing siding if necessary, nails, repairing or removing sheathing. Install 1/2" x 8" factory primed smooth fiber cement siding on entire body of structure over newly installed 1/2" CDX sheathing as per code, including 2x preservative treated or solid Hardi corner boards and trim, with double dipped galvanized or stainless-steel fasteners. Install TYVEK or equal to sheathing before installing siding. Multiple small pieces not permitted. Caulk end joints. Hardi-plank butting wood should be gapped 1/8-inch and caulked, Hardi-plank butting cementitious trim should be gapped 1/8-Inch and caulked. Repair and prime all scraped and damaged areas using factory recommended primer. All Installation to follow manufacturer's specifications. Siding lap to match any existing siding or lap to be no more than 6'.	SF
1040	PORCH • PORCH STEP. PRECAST CONCRETE WITH LANDING & RAILING: Install a 4' wide, entrance stairway with a 4' deep platform on a reinforced 4" concrete slab/footing including railing. Rise and run and railing shall be installed to code.	EA
3460	PORCH • DECK JOIST - 2"X 8" PTP: Install 2"x 8" pressure treated pine joist, at existing height, crown up. Joist to sit on treated load bearing beam and nailed. Use joist hangers as necessary for support at existing structure or as necessary.	LF

Siding & Stucco (11) - continued

3465	PORCH • DECK - TONGUE AND GROOVE - REMOVE AND REPLACE: Shore porch roof framing to allow floor removal. Remove damaged/deteriorated porch deck flooring. Install 5/4" x 4" treated pine tongue and groove decking to existing joists with, concealed galvanized nails. Install metal wall flashing under siding to prevent water intrusion at wall intersections. Prime new decking on all sides prior to installation with high quality oil-based primer. Paint deck with two coats of high-grade porch and deck enamel. Touch up all affected surfaces to match existing. Owner to select color of deck paint.	SF
3466	PAINT· PREP & PAINT WOOD FLOOR: Scrape and rough sand with 80 grit paper and a sanding stick, entire floor/porch deck. Vacuum and tack rag surface. Prime floor and apply two coats owner's choice of premixed pigmented polyurethane floor finish, per manufacturer's recommendations.	SF
3466.1	PAINT- PREP & PAINT WOOD FLOOR. LEAD PROTOCOL: After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all loose paint with curved and flat draw scrapers. Wash with detergent solution, rinse, allow to dry and HEPA vacuum and tack rag surface for paint chips, dust and debris. Spot prime and caulk with a 25-year siliconized acrylic caulk. Prime floor and apply two coats owner's choice of Elastomeric Latex pigmented floor and deck finish, per manufacturer's recommendations.	SF
3486	PORCH, POSTS, REPLACE WIWRAPPED POSTS: Shore up porch and replace deteriorated porch posts. Replace with new posts as follows: Posts are to be square and of a dimension to coincide with the soffit overhead. Use 4"x4" rough posts encased on four sides with clear treated pine or C and better pine. Top and bottom of all columns to have 1x treated base mitered at all corners. All joints and perimeter edges to be sanded smooth and all galvanized nail heads are to be set, filled, and sanded. Prime and paint new posts with two coats paint. Seal all knots with Kilz before painting.	EA
3505	PORCH CEILING· T&G: Dispose of damaged/deteriorated tongue and groove ceiling material. Secure any loose elements and provide backing for new installation of new sections. Install matching material as close as possible to existing in width and thickness. Lock tongue of new boards securely into existing grooves. Face nailing permitted only where original ceiling is race nailed. Set and fill all visible nail heads. Finish new wood to match existing.	SF
3515	PORCH - RAIL REPAIR· WOOD: Replace missing or defective handrail to match existing. Use clear treated lumber, treated balusters to match existing, treated support posts and treated railing with same size stock. Nail all new railing with galvanized nails or deck screws for use in treated lumber.	LF
3525	PORCH – HANDRAIL/GUARD RAIL--WOOD, REPLACE: Remove existing rail and dispose off-site. Install new railings as follows: Top rail to be 2 x 4 with top beveled from center to edges for water shed. Bottom rail is to be 2 x 3 with the top edge chamfered. Spindles are to be 1 1/8" x 2" x 36", spaced so that a 4" diameter sphere will not pass through the opening, attached to a 1 x 2 wood strip for anchorage to the top and bottom rails. Guard railing height to be at least 36" above finished floor. All materials are to be pressure treated. All joints and perimeter edges to be sanded smooth and all galvanized nail heads to be set, filled and sanded. Seal all knots with before painting.	LF

Siding & Stucco (11) - continued

3531	PORCH • HANDRAIL/GUARDRAIL • WROUGHT IRON • EXTERIOR: Dispose of any existing rafting. Install a black, wrought iron handrails and guardrails of bar stock wrought steel with solid 1/2" x 1/2" balusters. Guard rail height to be a minimum of 36-inches above finish floor and handrails to be 34" to 38" above nose of stairs. Pickets will be spaced so that a 4-inch diameter sphere will not pass through the opening. Bolt securely in wall and door with lead shielded lag bolts and caulk all penetrations. Embed in concrete in ground when servicing steps. Touch up paint.	LF
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Insulation & Conservation (16)

4905	INSULATION, BATTS, R-13 • 2x4 WALLS & AIR SEAL: Install 3-1/2" fiberglass bait insulation to all exterior walls to roof line. All spaces within framing to be filled with insulation, e.g. corners, outlets, switches, partition leads, around windows etc. Seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal all top plate and bottom plate penetrations. Seal all penetrations created by plumbing, gas lines electrical boxes and outlets. Seal large accessible gaps around windows between house framing and window frame - use special care on large sliding-glass doors and vinyl-framed windows: do not use expansive foam on these areas. Take care to seal all joints without excess sealant.	SF
4926	INSULATION, WALLS, EXISTING, DRILL & PLUG METHOD Insulate all walls exposed to outside and walls adjacent to unheated spaces. The single or double opening method of installation may be used. The installation is to be made by drilling holes necessary to properly Insulate all areas. Plug holes in siding when installation is complete. All damaged materials repaired or plugged shall match existing as close as possible. Materials used shall have a Resistance Value of R-13 minimum, approved Owens-Coming or equal. Approximate square feet and location(s):	SF
4927	INSULATION· ATTIC-R30 CELLULOSE· BLOWN-IN & AIR SEAL: Prepare attic space by covering personal items and installing fire slop baffles at all lights, chimneys, and vent baffles at soffits. Blow a cellulose product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certification to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if> 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with Fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF

4928	INSULATION- ATTIC - R-30 FIBERGLASS BLOWN N & AIR SEAL: Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a fiberglass product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the Indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF
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Insulation & Conservation (16) - continued

4935	ATTIC R-30 CELLULOSE: After Air Sealing (Spec# 16-4903) Install blow in borax treated (no ammonium sulfate permitted), cellulose Insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials. NOTE: If access to attic is via a fixed staircase Insulate stairs to attic, landing & interior stairwell walls as part of this item dense-packing the cellulose into closed floor, stair and wall cavities to a minimum density of 3.5 lbs. per Cubic Foot. If access is via a hatch insulate the hatch with 3" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. If access is via a fold down stair insulate the stair with an airtight 2" thick reflective foil faced polyisocyanurate foam box with seams and seal the edges with a compatible foil tape.	SF
502	ROOF- REPLACE TORCH DOWN: Remove roof down to sheathing and replace all defective sheathing with equivalent material. Install a new "torch down" type roof with all necessary flashings. Application to be in accordance with manufacturer's specifications and to comply with applicable building codes. Replace all drip edge flashing, wall flashing and vent collars with accepted flashings made of galvanized steel or aluminum. Remove all debris from roof and yard. Provide a manufacturer warranty to homeowner.	SQ
4564	ROOF, PITCHED W/SHEATHING AND 30 YEAR SHINGLES: Remove all layers of shingles down to spaced 1x. Inspect rafters for deterioration and notify owner of condition. Install new 1/2" CDX plywood or 7/16" OSB sheathing on entire roof. Ridge, edges and valley lines to be straight with no sag. Apply drip edging at entire perimeter and install flashing at any vertical surfaces. Replace all items removed for installation and touchup all surfaces. All valleys to have galvanized flashing. Install one layer of 15lb saturated felt and Class "A" type fiberglass 30-year self-sealing shingles. Approximate square feet of area to be roofed:	SQ
4580	ROOF • REPLACE SHINGLES WITH 30 YEAR SHINGLES: Remove all roofing down to sheathing. Notify owner of any defective sheathing. Install new flashing at all valleys and vertical intersections with walls or masonry. Install 15 LB saturated felt and 30-year, self-sealing shingles with 6-nails per shingle and drip edge at entire perimeter. Replace all roof jacks at pipes extending through roof. Replace any attachments that were removed such as vents and flashing. Provide manufacturer's warranty and remove debris from site.	SQ

4581	ROOF, VENTS, WIND TURBINE: Install roof venting wind forced Turbine type (jacks) to provide attic ventilation per code requirements. Vent jacks to be placed in straight line parallel to ridge within top one third portion of roof/ridge area. All holes to be cut accurately and vents to be flashed and sealed properly according to manufacturer/trade procedures. Protect roof from all damage during installation.	EA
4591	ROOF, REPAIR SHINGLES, PITCHED: Repair roof. Remove all damaged/deteriorated shingles and replace with new to match existing as close as possible. Notify owner of any problems with base. Install new felt into damaged area lapping at all sides. Remove all debris from job site.	SF

Insulation & Conservation (16) - continued

4594	ROOF· REPLACE RIDGE TILE - MATCH EXISTING Remove all deteriorated/damaged ridge tile and dispose. Replace all missing or damaged roof ridge tile with tile to match existing. Fasten ridge tile with galvanized nails long enough to penetrate ridge board a minimum of 1-1/2" without damage or cracking replacement tiles.	EA
4602	GUTTERS, 4.5", PRE-FINISHED ALUMINUM WITH DOWNSPOUTS – NEW Remove gutters and downspouts from structure and the site. Install new 4.5", seamless, prefinished aluminum "K" minimum .027 Gage, or vinyl gutters and downspouts with all required ells, miters, hangers and other accessories to insure proper anchorage and proper drainage of all roof surfaces. Slope gutters to downspouts 1/16" per foot minimum with at least one downspout every 30' and provide basket strainers to top of all downspouts.	LF
4605	DOWNSPOUT- REPLACE TO MATCH EXISTING: Replace damaged downspout with new downspout of same type. Secure to structure every 6'-0" using galvanized straps and approved fasteners or screws of sufficient length to penetrate wood for 2/3 length of screw. Secure to outlet with metal screws. Apply treatment to galvanized metal to remove oxide so metal type primer will adhere. Prime and paint downspout to match existing if required.	LF
4606	GUTTERS & DOWNSPOUTS, SECURE TO STRUCTURE Secure loose gutters and downspouts to structure. All joints in gutters to be sealed using non-hardening sealer. Hang gutters tight against fascia area and fastened with galvanized gutter spikes at 30" O.C. Downspouts to be fastened to gutter outlets with corrosion resistant screws and fastened to structure at 6'-0" intervals with straps and screws. All gutters to slope to downspouts. Maximum gutter length per downspout no more than 30'-0". Any surface affected by installation to be repaired to match adjacent, including roof.	
5743.1	PAINT· EXTERIOR TRIM Prepare, prime and paint all exterior trim which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry, other than body of dwelling (Siding, Stucco). Secure any loose trim. Scrape and sand all surfaces to remove all loose/flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters, house numbers, etc., so items may be back-painted and structure prepped and painted behind same and reinstall. Remove all loose	SF

	deteriorated window putty and re-putty. Seat all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate exterior wood primer and apply high quality exterior finish coating of owner's choice of up to two standard colors.	
5744	PAINT--EXTERIOR SIDING AND TRIM Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose, flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc., so items may be back-painted and structure prepped and painted behind same, reinstall. Remove all loose deteriorated window putty and re-putty. Seal all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.	SF
5744.1	PAINT-EXTERIOR SIDING AND TRIM. ELASTOMERIC PAINT. LEAD PROTOCOL Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. After establishing any required ground containment with polyethylene sheeting, most defective paint area with water to the point of saturation. Aggressively wet scrape all loose paint, caulking and glazing with curved and flat draw scrapers. Feather edges with a wet 100-grit sponge sanding block. Wash with detergent solution, rinse, allow to dry and HEPA vacuum all paint chips, dust and debris. Prime, caulk with 25-year siliconized acrylic and top coat with premium elastomeric acrylic latex. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose/flaking paint' and to feather out all old paint edges. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc., so items may be back-painted and structure prepped and painted behind same. reinstall. Remove all loose deteriorated window putty and re-putty. Seat all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.	SF
4926	INSULATION, WALLS, EXISTING, DRILL & PLUG METHOD Insulate all walls exposed to outside and walls adjacent to unheated spaces. The single or double opening method of installation may be used. The installation is to be made by drilling holes necessary to properly Insulate all areas. Plug holes in siding when installation is complete. All damaged materials repaired or plugged shall match existing as close as possible. Materials used shall have a Resistance Value of R-13 minimum, approved Owens-Coming or equal. Approximate square feet and location(s):	SF
4926	INSULATION- ATTIC-R30 CELLULOSE- BLOWN-IN & AIR SEAL Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a cellulose product that minimizes dust and inhalable	SF

	fibers to create a uniform R-30 coverage. Provide R-value certification to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with Fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	
4928	INSULATION- ATTIC - R-30 FIBERGLASS. BLOWN IN & AIR SEAL Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a fiberglass product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF
4935	ATTIC R-30 CELLULOSE After Air Sealing (Spec# 16-4903) Install blow in borax treated (no ammonium sulfate permitted), cellulose Insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials. NOTE: If access to attic is via a fixed staircase Insulate stairs to attic, landing & interior stairwell walls as part of this item dense-packing the cellulose into closed floor, stair and wall cavities to a minimum density of 3.5 Lbs. per Cubic Foot. If access is via a hatch insulate the hatch with 3" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. If access is via a fold down stair insulate the stair with an airtight 2" thick reflective foil faced polyisocyanurate foam box with seams and seal the edges with a compatible foil tape.	SF

Drywall & Plaster (17)

UoM

5210	DRYWALL, PATCH Remove damaged drywall to expose one half stud on each side of the damaged area. Scab any necessary blocking to existing studs. Fit drywall into area using glue, nails or screws to fasten to framing. Apply tape and 3 coats of compound floated at least 8" for a smooth appearance. Wet sponge or sand and apply texture to match existing wall area and paint. Approximate SF to be patched:	SF
5211	DRYWALL/PLASTER- CEILING - REPAIR & TEXTURE Remove loose ceiling plaster areas and repair with plaster or 1/2" drywall, taping all cracks with fiberglass tape, and apply smooth coat finish. Add medium texture finish to ceiling area or match existing texture. Prime and paint.	SF

5212	DRYWALL, LAMINATE WITH 3/8" Install 3/8" gypsum over existing plaster surface with screws sufficient to penetrate framing minimum 1" at 8" on center and bead of construction adhesive 20" on center. Butt drywall to door and window casing and Oat tape. Tape joints, spot nails and apply 3-coat finish. Corners to have metal corner bead. Location and sq. ft:	SF
3357	DOOR · CASED OPENING Trim interior opening using 1x pine for all jambs and standard stock casing or casing to match existing. Install level and plumb into opening. Set all nails below the surface of the molding, sand, putty and caulk ready for paint. Molding must be tight to wall upon completion.	EA
3386	DOOR, BIPASS, (MIRRORED) Provide and install new mirrored bypass doors. Include casing, jambs and trim for two sides and top. Include all necessary hardware, guides and pulls. Doors to be STANLEY -White Bottom Roll Interior Mirror Sliding Door@ Lowe's Item # 162782 for 4' doors and matching for 6' doors.	EA
3420	ATTIC ACCESS Cut and frame an attic access hatch of 3/8" plywood at least 48"x24". Trim with casing to match room, prime, topcoat, and weather strip with closed cell foam and insulate with 1" closed cell polystyrene.	EA
9495.1	INTERIOR DOOR AND FRAME· STABILIZE, PLANE & ADJUST After establishing any required floor containment with polyethylene sheeting, remove door hinge pins and carry to a fully contained lead work room. Place pins in plastic bag on jamb for safekeeping. Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Mist deteriorated paint with water to the point of saturation. Replace stop molding. Clean and de-gloss door with detergent wash, rinse, dry and HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex. Re-Install door on hinges.	EA
9508.1	INTERIOR DOOR - REPLACE WITH 6 PANEL· LEAD PROTOCOL After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of door unit, stop molding and hardware. Wet scrape jamb and trim. Wash with detergent solution, rinse, allow to dry and HEPA vacuum any paint chips, dust and debris. Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. Spot prime bare wood and top coat entire assembly with acrylic latex.	EA

Trim (19) UoM

2404	BASEBOARD - MOLDED • 5 1/4" x 9/16" W/SHOE Install pre-primed finger jointed or (MDF) pre-primed 9/16" x 5-1/4" molded base (molding # 5163). Provide pre-primed pine stone molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45-degreemiters and corners to be cope sawn.	LF
2405	BASEBOARD· MOLDED· 3 1/2" x 9/16" W/SHOE Install pre-primed finger jointed or MDF 9/16" x 3-1/4" standard stock molded base. Provide shoe molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45-degree miters and corners to be cope sawn.	LF

2409	BASEBOARD--1x WITI-1 BASE CAP Install a 2-piece baseboard system using 1x pine as baseboard with a traditional style base cap molding. Use finish nails of sufficient length to penetrate framing 1". Miter all lap joints, and break all joints over framing. Baseboard and cap to match existing as close as possible.	LF
2419	BASEBOARD- SHOE MOLDING/QUARTER ROUND Install pine shoe molding/quarter round to match existing nailed to create the tightest possible seal between the baseboard and floor using finish nails or tee headed braces.	LF
2435	BASEBOARD - MATCH EXISTING Install matching baseboard and shoe molding around perimeter of room. Provide base shoe at all hard surface areas. Moldings to be coped on inside corners and mitered on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Molding must be light to wall upon completion.	LF
2836	WINDOWS- TRIM- MATCH EXISTING: Install matching type molding around window including aprons and stools. Moldings must be mitered and glued on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion.	EA
2840	WINDOW TRIM · APRON & STOOL Use 3/4" stock lumber shaped for stools and casing for aprons. Scribe stool to allow tight fit to window sash. Stools to extend beyond opening 1" from the edge of the window casing. Aprons to be cut even with opening with a 90 degree return miter at each end.	EA
2355	FLOORING- FLOOR REPAIR - TONGUE AND GROOVE – FINISH Chisel out damaged flooring and stagger end joints at least 6". Blind nail where possible using tongue and groove wood flooring to match original as closely as possible. Sand and apply 3 coats of low VOC floor varnish to patched area.	SF

2396	FLOORING - LAMINATE: FLOORING, PRE-FINISHED, NEW Remove any flooring and dispose. Install new pre-finished laminate flooring like Pergo, Swiftlock or approved equal, not less than 6" wide and not less than 7mm or 3/8" thick. Use manufacturer recommended padding and underlayment. Clean surface before installing and install floor with tight joints. Layout so cut pieces at walls are the same at each end at main walls. Allow for expansion and contraction as recommended by manufacturer. Install quarter round molding to match flooring at room perimeter unless indicated otherwise. Allow \$1.25/SF for flooring only.	SF
2397	FLOORING- OAK, Z 1/4" INSTALL, SAND AND FINISH Install new oak floor. Properly secure existing floor. Oak to be T&G end-matched, select 25/32" x 21/4". Floor to be laid over red rosin paper or approved equal. Lay straight with tight joints, using all pieces with mismatched end for starters or end piece. Floor to extend within 1/4" of finished walls and under all attachments such as radiators. Sand and fill new flooring to a smooth finish. Vacuum and tack rag entire floor area. Apply a coat of Miniwax Water Based Polyurethane Base Coat followed by 3 coats of Miniwax Water-Based Polyurethane for Floors, or a floor finish that complies with regulation 8, rule 51. of the Bay Area Air Quality Management District and	SF

	may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.	
5404	FLOORING - CERAMIC TILE - (OVER TILE BACKER BOARD); Install new ceramic tile using standard available size (pattern and color selected by owner). Install per manufacturer's recommendations over 1/2" cement fabricated fiberglass backer board such as Hardie or approved equal. Cement boards are to be installed staggered and secured with minimum 1-1/2" screws recommended by manufacturer for wet installations every 8" on center. Fill edge joints with mortar and apply fiberglass mesh tape over seams and smooth out. Grout to be neat and uniform with grout color selected by owner. All cutting to be straight and true. Visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.	SF
5426	FLOORING- CERAMIC TILE - (OVER SLAB WITH THIN SET): Remove flooring down to slab and prep slab for proper adhesion. Install ceramic tile flooring using standard glazed floor tiles with standard available site (pattern and color selected by owner). Install per manufacturer's recommendations with thin set. Grout to be neat and uniform with owner-selected grout color. All culling to be straight and true, any visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.	SF
5925	FLOORING • VINYL SHEET FLOORING W UNDERLAY Nail all loose/squeaky areas of floor and shim/raise any uneven areas. Roughen old floor covering and install 3/8" underlayment grade plywood secured with construction adhesive at 16" O.C. and at all edges. Nail with ring shank or screw light nails @ 6" O.C. at edges and 6" in field over joists. Coat and sand all joints and nail dents. New floor to be installed under any water heater or appliance (cut-outs not acceptable) . Adhesive to be LOW VOC waterproof. Allow \$18.00 Per square yard for sheet goods (material only plus labor, underlayment. etc.).	SF
6626	PLUMBING- WATER LINES - "PEX" - INTERIOR, INCLUDE COPPER STAND PIPE: Replace all interior and exterior hot and cold-water lines with new PEX Type water lines above ground and PEX below ground from meter to a copper stand pipe with a main cut off valve and hose bib at the water entrance to the house. Joints in PEX piping above ground shall be formed with manufacturer's approved stainless-steel crimped clamps with no joints in piping below ground or encased in concrete. All piping shall run parallel to building construction and be neat and workmanlike. All pipes shall be concealed; piping in walls, below flooring and above the ceiling shall be properly supported. Hot and cold-water lines shall be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. Include water connections for ice maker and washing machine.	LF
6646	PLUMBING, SUPPLY SHUT OFF: Install supply shut off at wall between supply and fixture. Include new supply lines. Valve must comply with IRC.	EA
6698	PLUMBING -WATER LINES - COPPER: Install all hot and cold-water lines inside the structure with Type L or M copper above ground and Type K copper below ground. Joints in the copper piping above ground shall be formed with approved sweated solder fittings; there shall be no joints in the copper piping below ground or encased in concrete. All new piping shall run parallel to the building construction and be neat and workmanlike. Pipes shall be concealed in walls, below the floor or above the ceiling. All new piping shall be properly supported and be level without pockets. Hot and cold-water lines shall	SF

	be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. All work to be strictly per code.	
6738	PLUMBING, SEWER LINE, PVC, REPLACE: Remove sewer service line and haul away from site. Provide and install new PVC plastic sewer line from the city stub out to the main building connection. Include all excavation, backfill, and compaction. Include all fittings and connections. Work to be done in accordance to the IRC. Return all surfaces affected by this work to original condition.	LF
6751	WASTE - INTERNAL WASTE - REPAIR: Repair or replace internal waste piping (not to include buried branches or main sewer line). All new DWV piping is to be run at uniform grade of at least 1/4" per foot. Runs to be as short and straight as possible. Complete installation to be per IRC.	EA
6755	PLUMBING • WASTE & VENT LINE, REPLACE, TO UNDERGROUND CONNECTION Remove any existing waste lines and dispose from site. Replace all waste and vent pipe line(s) using schedule 40 PVC. All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run (s) to be as short and straight as possible. Laundry area should include washer drain and supply box. Run all new waste lines to sewer tie in at city connection including all underground connections. Complete installation to be per code.	LF
6756	DRAINS - ROTO CLEAN Clear all drain lines from all fixtures and cleanouts to city main using approved power auger equipment to clean roots and settled debris. Furnish receipt to owner for proof of cleaning record.	EA
6757	WASTE - REPLACE - INTERIOR INTO EXISTING SEWER: Replace all waste pipe line(s). All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run(s) to be as short and straight as possible. Laundry should include washer box. Run all new waste line to sewer line tie in. Not to include main line under structure or buried line. Complete installation to be per IRC.	LF
6763	GAS LINE - PRESSURE TEST: Cap all gas lines prior to filling the distribution system with 20 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system. Provide proof of inspection by city inspector to owner as per city code.	EA
6764	PLUMBING, GAS OUTLET(S), CAP: Remove all old unused gas outlet lines and cap off at source per code. Repair remaining holes and affected surfaces to match existing surfaces as close as possible. Location:	EA

6890	PLUMBING· LAVATORY--WALL HUNG, NEW, COMPLETE Install a new American Standard enameled steel 18"x15" wall hung lavatory with metal bodied, water saving, 15-year drip-free, single lever faucet with pop-up, trap, chrome legs, supply and shut-off valves. Repair any affected surfaces.	EA
6892	PLUMBING· PEDISTAL LAV WITH FAUCET - NEW: Install a new American Standard or approved equal pedestal lavatory, including single	EA

	handle/lever faucet with maximum flow rate of 2.0 GPM and pop-up drain attachment. Replace all plumbing within three feet of lavatory installation, including 1/4-turn ball valve, angle stop, and trap. Lavatory to be set on finished flooring and fastened to the wall according to manufacturer's recommendations. Repair all damaged areas during installation to match existing.	
6900	VANITY - 24" COMPLETE: Remove lavatory and replace with new 24" factory made and finished oak frame vanity with panel type door complete with manmade marble integral top/lavatory including two-handled faucet by Moen, Chateau builder model with pop -up or Housing Rehabilitation approved equals. Install new, 1/4 turn hot and cold water shut-off valves at rear inside of cabinet. Scribe to fit wall. Caulk top neatly with paintable latex caulking.	EA
6902	VANITY· DOUBLE VANITY - 60" COMPLETE: Install factory-made double vanity, complete with cultured marble integral top/lav including splashes, 2 bowls, including (2) two-hand lead faucet by Moen, Chateau builder model with pop-up or Owner approved equals, PVC drain fillings, PEX or copper supply piping, and 1/4 turn shut-off valves. Vanities to be set plumb and level and fastened to wall studs with pre-drilled cabinet screws to avoid splitting. Face frames, drawer fronts and door frames to be solid oak. Exposed ends, top, sides and door panels to be oak veneer over plywood. Shelves to be adjustable and may be vinyl covered particle board or plywood. Vanities to be factory finished inside and out.	EA
6920	PLUMBING, FAUCET TUB/SHOWER DIVERTER VALVE: Remove tub/shower faucet valve without damage to surrounding areas. Provide and install a new tub/shower faucet, diverter valve, spout and shower head connected to new or existing hot and cold supply lines. All wall surfaces affected to be returned to a smooth, flush paint ready condition. Standard is chrome finished Della or approved equal. All work to be in full compliance with applicable building codes.	AL
6921	PLUMBING, TUB SPOUT & SHOWER OIVERTER, "CHICAGO- STYLE CLAWFOOT TUB: Remove tub spout from site. Provide and install new tub spout with shower diverter to replace existing, inclusive of new chromed steel shower riser with a "Chicago" style full surround shower curtain rod and water efficient shower head. Shower riser to be secured lo tub surround at not less than 12" from top of shower spout. All work to comply with the IRC.	EA
6925	SHOWER DIVERTER--DUAL CONTROL: Install a dual control, metal shower diverter and a Delta 6122 water saving shower head with a 1- year drip-free warranty.	EA
6936	SHOWER HEAD - 2 GPM: Install a chrome plated brass shower head with a maximum 2.0 gallons per minute flow rate. Include arm where required. Note: any low flow showerhead should be controlled by a valve that has been designed, tested, and verified to function safely at the reduced flow rate.	EA
6946	PLUMBING· TUB· STEEL W/CULTURE MARBLE SURROUND Provide and install a new 60" x 30" x 15 1/4" American Standard steel bathtub with a Delta metal. Single-lever shower diverter valve and shower head with a maximum 2.0 GPM flow rate or approved equal. Tub shall have a slip resistant surface, be connected to existing or new supply and drain lines, and include associated hardware and finishes. Damaged walls to be finished to match adjacent, ready for paint. Install a new standard cultured marble tub surround/alcove including soap dish (owner to choose from standard line of colors). Apply mildew resistant white silicone caulk at all seams.	EA

6947	PLUMBING- TUB SURROUND/ALCOVE - MAN MAO MARBLE Remove existing tub surround/alcove and haul from site. Install a standard cultured (man-made) marble tub surround/alcove with soap dish. Install new surround over water resistant green board sheetrock fastened to existing studs. Repair all damaged areas to match existing. Damaged walls to be finished to match adjacent, ready for paint. All work to be in full compliance with IRC.	EA
7012	TOILET--REPLACE--1.3 GPF-- ELONGATED BOWL, NEW. 2008 Install a new 1.3 GPF close coupled, white, vitreous china commode such as an American Standard FloWise Compact Cadet 3 EL 2403.128, or any commode tested through the latest "Maximum Performance" (MaP) testing sponsored by Canadian Water and Wastewater Association (CWWA), the California Urban Water Conservation Council (CUWCC), the U.S.- Canadian Alliance for Water Efficiency (AWE) and Veritec Consulting Inc. that has shown to score 800 or better on the Map Flush Performance test (grams of solid waste removed in a single flush). See the following link for the January 2008 report. http://fwww.cwwa.ca/pdffiles/Map%2011th%20Edition%20Full%20Report1.pdf Include a manufacturer's approved plastic or pressed wood white seat. all plumbing within 3' of fixture, supply pipe, shut off valve and wax seal.	EA
7015	TOILET ADA COMPLIANT: Replace toilet with new ADA compliant American Standard handicap Cadet Water Saver vitreous china close-coupled siphon jet action toilet with plastic white seat or approved equal. Include all plumbing within three feet of fixture, including 1/4-turn ball valve angle stop. If floor is not noted on specification to be replaced, repair affected surfaces to match existing as close as possible.	EA
7060	WATER HEATER -TPR VALVE Install temperature and pressure relief valve and discharge tube on water heater. Discharge tube to run within 6" of floor or to outside of structure.	EA
7070	WATER HEATER-40 GALLON GAS- NEW: Install a new 40-gallon, glass lined, high recovery, insulated to R-7, gas water heater with TPR valve, double wall type B vent with vent cap and flashing thimble, and gas piping from shut-off valve to fixture and 10-year warranty. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).	EA
7072	WATER HEATER-TANKLESS Replace existing water heater with a gas fired, closed combustion, tankless water heater with a minimum 7 gallon per minute flow rate. Include pressure & temperature relief valve, discharge tube to within 6" off floor, owner's manual & all venting piping. Provide separate electrical circuit & gas inlet and water inlet and outlet shut-off valves. If It Is located on an upper floor or If there is no floor drain, install a catch pan drained to the exterior. Recycle the existing water heater.	EA
7085	WATER HEATER • 40 GAL. ELECTRIC, NEW: Dispose of water heater in legal dump. Install a new 40 gallon, high or low profile, high recovery, glass lined, Insulated to R-7, double element, electric water heater with a 10- year warranty. Include TPR valve, discharge tube to within 6" of floor or to outside of structure, shutoff valve and electric supply. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If	EA

	installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).	
7097	WATER HEATER· MOVE TO EXTERIOR• INCLUDE PLATFORM Move water heater to exterior on raised pressure treated wood platform to be set at least 3' above surrounding grade or higher for flood plain requirements. Provide factory made galvanized metal enclosure. Include venting, T&P valve and discharge piping. Conceal piping with all valves and insulating wrap per code. Strap water heater to framing. All water piping to be copper at exterior of the house. Prepare all holes and surfaces affected and seal exterior pipes as they pass the exterior wall and cap all unused lines at source (per code).	EA
7103	BATHTUB· POP-UP DRAIN· REPLACE: Replace drain with new pop-up drain and overflow, chrome plated, as manufactured by Universal Rundle, Elger, or equal.	EA
7120	WASHER· DRIPLESS CENTER· WASHER HOOK UP: Install PVC stand pipe, hot and cold hose bibs, and 20-amp GFCI outlet to service a washing machine.	EA
7554	ELECTRICAL OUTLETS, TEST AND SERVICE ALL: Service all outlets, fixture connections, and switches by installing new wire nuts, testing all devices/fixtures and inspecting condition of wiring.	SF
7555	ELECTRIC· COVER PLATE: Install receptacle, switch, or blank cover plate to cover existing electrical box. Color to match existing	EA
7560	ELECTRIC • OUTLET REPLACE: Remove electrical receptacle and dispose of off-site. Install new grounded receptacle. Installation to include all fasteners and new cover. Receptacle to be secure and cover to be even with adjacent surfaces and straight. All work to be done according to local electrical code. Color of receptacles and cover to match existing.	EA
7576	CIRCUIT· 20 AMP CIRCUIT· RECEPTICLE • NEW Install a new 20 amp, 120v electrical outlet on a new circuit, at least 15 inches above floor. Installation to include flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.	EA
7581	ELECTRIC · DISCONNECT. 220V NEW: Install a new 220v line and disconnect box, bearing UL label, for A/C condensing unit to be located at exterior of house. Installation to be per code. Repair all affected surfaces. Wiring to be concealed or run under house.	EA
7583	RECEPTICLE. GFCI. REPLACE· USE EXISTING WIRING: Replace outlet with GFI outlet per code. Non GFI outlets within 6 feet of water supply not permitted. Old outlet box within 6 feet of water supply, if not used for GFI, to be covered with blank wall plate to prevent use.	EA
7590	ELECTRIC • GFCI OUTLET· 20 AMP-NEW: Install a new 20 Amp., 120v electrical GFCI outlet at all countertops. To be located within 12"	EA

	above kitchen counter top, utility or bathroom sink. Installation to Include flush mounted outlet box, appropriately sized branch wiring, grounding and cover. All areas affected by this work shall be returned to a smooth paint ready finish. All work to be in full compliance with electrical codes. Install receptacles at countertops no more than 42" above floor.	
7600	CIRCUIT- KITCHEN GFCI • 20 AMP CIRCUIT Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper NM cable, controlled by a 20-amp circuit breaker, no more than 42" above floor. Fish wire and repair all tear out.	EA
7601	RECEPTICLE • GFCI-REPLACE Remove electrical device and dispose. Provide and install a new 20 Amp., 120v GFCI receptacle at all countertops. Install into existing box connected to existing wiring, grounding and cover. New outlet and cover to match existing color. All work to be in full compliance with electrical codes.	EA
7610	CIRCUIT- WATER HEATER CIRCUIT: Install a new, 220v electrical outlet on a new circuit. Installation to include flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.	EA
7615	CIRCUIT- WASHER CIRCUIT 110/120 AMP: Install a flush or surface mounted single outlet for a washing machine on a separate 20- amp circuit. Include new wiring and any necessary conduit. Repair any damage during installation.	EA
7620	CIRCUIT • DRYER CIRCUIT- 30 AMP: Install a new 220-volt, 30-amp, surface mounted receptacle on an individual circuit. Installation to include flush mounted outlet box, appropriately sized branch wiring, any necessary conduit, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes, all areas affected by work shall be returned to smooth paint ready surface.	EA
7630	CIRCUIT- RANGE CIRCUIT- 40 AMP - NEW: Install a new 40-amp electrical outlet on a new circuit. Installation to include a flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with local building code. All areas affected by this work shall be returned to a smooth paint ready surface. All wiring to be concealed.	EA
8137	ELECTRIC. UPDATE EXISTING ELECTRIC -BATHROOM--2008 Update the electrical fixtures in the bathroom Including: One 20A GFCI receptacle located near sink with a 20 AMP circuit. An Energy Star approved, ceiling mounted Fan/Light fixture w/ an exterior ducted vent fan capable of min. 80 CFM operating at 1/2 hp or less and vented w/ damper to exterior such as NuTone QTREN080FLT. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part# 5100.505 (in Ivory) (set for a 20-minute delay). http://www.energyfederation.org/consumer/default.asp?cPath/39_766_134 or equipped with a humidistat sensor. Install metal duct and vent to the exterior Ideally through a wall or gable end. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 6 minimum duct insulation. Repair any damage to the ceiling from Installation and air seal fan/light assembly to the ceiling with low VOC caulk. One wall mounted vanity light fixture such as the Good Earth Lighting 2-Light Brushed Nickel	RM

	Contemporary Item #: 121104 Model: G1132-BN-1 Fixture above the sink.	
8710	SMOKE DETECTOR WITH BATTERY BACKUP • NEW: Install new 110-volt smoke detector with battery back-up per code. Include all wiring and install properly to avoid overload of any existing circuit. Detector to be UL listed and shall be of such quality to operate properly without false alarms under ordinary living conditions with exception of excessive smoke caused by cooking. Repair and touch up all affected surfaces.	EA

HVAC (24)

UoM

6004	HVAC, HEATING, GAS - FORCED AIR & AIR CONDITIONING: Install gas. 90% AFUE forced air furnace and a 13 SEER air conditioning system sized per Manual J. Contractor to furnish duct layout, per Manual D, with calculations from licensed heating company prior to starting any work. Installation to be complete including registers, returns, setback wall thermostat in central area, insulated ducts, electrical, plumbing, exterior vented double-wall type B vent with vent cap and flashing, filter, permits and removal of debris. Repair all surfaces to match existing as close as possible. Contractor to provide access to furnace per code. All work and venting to be complete with furnace operating. All manufacturer instruction books and warranties to be provided to owner. Provide platform for ale condenser so condenser is at least 3' above finished grade or higher to meet BFE requirements.	SF
6008	HEATING, OXYGEN DEPLETION UNITS: Remove space heaters and dispose off-site. Install new oxygen depletion type units in existing locations. Supply new shutoff valves and all necessary piping for complete installation to meet all code requirements.	EA
6015	HVAC ·SERVICE: Clean, inspect, oil and adjust heating equipment and controls and replace filter. Report any recommended part replacement to owner.	EA
6160	A/C- CONOENSOR ·REPLACE Install a new condensing unit compatible with the Indoor unit according to the manufacturer's recommendations. Support unit on a concrete pad or raised platform a minimum 3' above the current base flood elevation (BFE). Platform to be all treated lumber with 4" x 4" posts set in concrete no less than 18" into ground area. Joists and deck to be 2" x 6" treated lumber fastened with galvanized nails or screws. Joists to be 16" O.C. Unit to have a minimum of 3' clearance around coil. Reinsulate all refrigerant lines. Test unit for proper operation and provide owner with manufacturer's written warranty.	EA
6330	HVAC - REGISTER· REPLACE; Replace missing or damaged register with an adjustable metal register to match existing.	EA
6331	HVAC • AIR RETURN GRILLE· REPLACE: Remove damaged return air grille. Replace air return grille using a while or mill finished aluminum frame to match existing size including a new filter. Repair any damage during installation to match adjacent area.	
6377	HVAC - THERMOSTAT· REPLACE: Remove existing thermostat and dispose properly. Install a new thermostat compatible to	AL

	existing heating/cooling system. Mount thermostat at existing location and secure to wall using approved fastener. Calibrate and ensure proper operation of unit.	
5520.1	PAINT- PREP & PAINT CABINETS (LOW VOC): http://www.greensea.org/certification/standards/paints.cfm. Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	LF
5530.1	PAINT- PREP/PAINT WINDOWS & TRIM-INT (LOW VOC): Scrape loose, peeling, cracked and blistered paint from interior side of window sash, casing, stops, stool and apron. Feather edges and dull gloss with sandpaper. Tack rag surfaces. Fill holes and cracks. Prime all surfaces with low VOC acrylic latex primer. Apply owner's choice of premixed top coat of low VOC acrylic latex enamel. Razor blade all new and old paint from interior side of glass. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm. Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	EA
5535.1	PAINT - PREP & PAINT INTERIOR DOOR (LOW VOC) http://www.greenseal.org/certification/standards/paint.scfm Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	EA
9160.1	STABILIZATION-LIMITED SURFACE: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions.	SF
9161.1	STABILIZE WALL AND TRIM: After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9163.1	STABILIZE CEILING: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry and HEPA vacuum all visible chips. Spot prime caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9178.1	ELASTOMERIC ENCAPSULANT: After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and de-glossing. Apply any recommended primer and roll out a water-based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.	SF

Cabinets & Countertops (26)		UoM
3704	CABINETS, DRAWER UNIT, MATCH EXISTING: Install a new drawer base cabinet. Cabinet to be builder grade, factory made and finished to match existing. Unit to be screwed tight to floor and adjoining surfaces. Drawers to open and close smoothly with spacing equal and straight on all sides. Location and number of units:	LF
3127	HARDWARE, BATH ACCESSORIES, SHOWER ROD & GRAB BARS: Remove bathroom accessories and dispose of off-site. Prepare to receive new materials. Provide and install new wall mount soap dish, 24" towel bar, a toilet tissue holder and a 1" diameter shower stainless steel curtain rod (plastic is not acceptable). Install grab bars in bath in tub area and toilet area. Install as per manufacturers recommendations.	EA
3825	MEDICINE CABINET - SURF MOUNT-"TRI-VIEW": Install a 30", surface mounted "Tri-View" medicine cabinet with plate glass mirror, plumb and level, securely screwed to wall studs.	EA
3832	BATH, MIRROR, NEW: Install a new plate glass mirror with sanded edges on wall sized at the width of the vanity top by 36" high. Use standard mirror mastic to fasten mirror to wall. Rosettes are not acceptable. Use mirror clips as necessary. Mirror to be set properly so image is not distorted.	SF
3846	BATHROOM ACCESSORIES COMPLETE W TRI VIEW MEO. CABINET: Install hardware in bathroom including chrome toilet paper holder, 24" and 18" chrome towel bars, shower curtain rod and surface mounted 'Tri- View" medicine cabinet. Mount to walls using approved fasteners into studs/wood or toggle bolts or nylon type screw fasteners where there is no wood backing.	EA
3935	HARDWARE, TUB/SHOWER GRAB BAR, 24 • OR 36": Install new 1-1/4" diameter stainless steel grab bar(s) including anchor plates. Install 2"x backing at screw locations or locate studs and anchor bars to wall with stainless steel screws for proper installation and to manufacturers specifications. Approximate size and locations:	EA

Appliances (28)		UoM
7840	RANGE HOOD- RECIRCULATING: Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter.	EA
8491	DISHWASHER--2 CYCLE••Energy Star Provide and install a 24" white, 2 cycle, built- in Energy Star® labeled dishwasher including all alterations and connections to plumbing and electric system. Whirlpool#: 267844 Model: DU811SWPU - or - GE Model GSD1300NWW, or Housing Rehabilitation Specialist approved equal.	EA

Handrails & Stairs (32)**UoM**

2505	HANDRAIL/GUARDRAIL· WOOD REPAIR: Tighten loose balusters and replace damaged or deteriorated balusters to match existing. Screw or nail top and bottom rails and posts to prevent movement. Match new stair/handrail parts with replacements as closely as possible.	LF
2510	STAIRS· TREAD REPLACEMENT--INTERIOR: Remove damaged tread. Install nailers on each stringer before installing new tread if necessary using screws and glue as to not damage stringer. Tread to match existing stepping stock in thickness and length. Install tread using construction type adhesive and trim screws. Repair any damage during removal and installation. Paint or stain new tread to match existing step.	EA
2515	HANDRAIL GUARDRAIL BRACKET Install brass handrail bracket screwed directly to stud and handrail using brass screws that penetrate stud no less than 2". Touch up all affected areas.	EA
9160	STABILIZATION-LIMITED SURFACE: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions.	SF
9161	STABILIZE WALL AND TRIM: After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9163	STABILIZE CEILING; After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9178	ELASTOMERIC ENCAPSULANT: After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and de-glossing. Apply any recommended primer and roll out a water -based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.	SF
9199	LAMINATE WITH 1/2" GYPSUM: After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of lead-painted ranch or ogee base molding. Mark "Lead Paint" at 4' intervals. Hang, tape and three coat finish 1/2" gypsum over surface using screws 8" on center and adhesive beads 16" on center. Run gypsum horizontally. Caulk all penetrations and butt seams at casing and base molding with siliconized acrylic. Install 3/8" ogee at baseboard. Prime with gypsum primer and apply a premium acrylic latex top coat.	SF

	H.EPA vacuum any visible paint chips, dust and debris.	
9649	EXTERIOR--STABILIZE TRIM After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all defective paint areas and feather edges with a wet, 100-grit sponge sanding block. Wash with detergent solution and de-gloss remainder with mesh pad. HEPA vacuum all paint chips, dust and debris. Spot prime bare substrate caulk with siliconized latex compound and apply single top coat of premium acrylic latex to entire surface.	LF
8721	CARBON MONOXIDE DETECTOR--UL LABEL Install at each sleeping area, minimum of one per floor a UL approved, hard wired or plug-in carbon monoxide detector with audible alarm. battery back-up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.	EA
8722	CARBON MONOXIDE DETECTOR--DIGITAL DISPLAY Install at each sleeping area, minimum of one per floor, a hard wired or plug-in carbon monoxide detector with audible alarm, battery backup and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing such as the Kidde Nighthawk Model # KN-COEG-3 or Housing Rehabilitation Specialist approved equal.	EA

General Requirements

24	MANUFACTURER'S SPECS PREVAIL All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.
32	SUBSTITUTION APPROVAL PROCESS Any requests by the contractor for approval to substitute products specified in the scope of work with another product that performs equally and meets the requirements of the specifications must accompany the contractor's bid submission. The request must include the following Information for the product proposed: the manufacturer's specifications; full installation instructions and warranties. The Owner will notify the contractor of decision to approve or deny the substitution at contract award.
33	CONSTRUCTION DEFINITIONS-INSTALLATION REQUIREMENTS/WARRANTY "Install " means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material in a code legal manner and ideally to recycle whatever portion is possible, purchase new material, deliver, install, test and warranty. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component. All new materials will be installed to the manufacturer's most recent specifications. All components will be installed to meet the current Code Requirements of the City of Hattiesburg MS and all applicable building permits will be obtained by the contractor. All materials specified to be installed or replaced are to be new, of first quality and without defects, unless stated otherwise or pre-approved by Owner and Construction Specialist. The contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
35	VERIFY QUANTITIES/MEASUREMENTS All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) are estimates of the finished product for the contractor's convenience and

	must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities slated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional Funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.
36	ALL BUILDING DEPARTMENT PERMITS REQUIRED The contractor is responsible for submitting the specifications to the building department, applying for, paying for and receiving all Building Department permits required by the City of Hattiesburg MS for the scope of work described herein, prior to starting any work.
55	WORK TIMES Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the Housing Rehabilitation Specialist.
115	CLEANING AND DEBRIS REMOVAL The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least daily, and leave the property in broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, all occupied spaces shall be vacuumed at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. Prohibition of access to any work area must be approved by the project manager and the occupants must be notified. EPA and HUD requirements regarding Lead Safe Work Practices shall be met, including clearance requirements for occupancy.
9003	LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

CHANGE HISTORY LOG	
April 2022	Removed “Basic Rehabilitation”; increased maximum budget from \$60,000 to \$75,000 for Substantial Rehabilitation; removed outdated exhibits; revised Contractor’s Specifications; add Reconstruction as an activity; added Change History Log
December 2022	Added “Reconstruction” section as a limited eligible activity; changed verbiage for Emergency Repair Grant from “ <i>provide assistance to</i> ”, to “ <i>aid</i> ”, pg. 3;
May 2025	Revised cost limits for Substantial Rehabilitation from \$75,000 to \$85,000 and Emergency Repair programs from \$15,000 to \$20,000. Updated maximum allowable assistance amounts to reflect current construction costs and better meet the needs of qualifying households.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director, Dequandra Johnson
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 3, 2025
Re: Approve Revised Emergency Repair Program Manual Guidelines (CDBG)
{Entitlement}.
File Number: 2025-445
Minute Book #

Summary

Approve Revised Emergency Repair Program Manual Program Guidelines Manual (CDBG)
{Entitlement}.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.

EMERGENCY REPAIR PROGRAM GUIDELINES



Department of Urban Development

Community Development Division

601.554.1006

cdbg@hattiesburgms.com

Funded in part by HUD



Effective April 19, 2022



City of Hattiesburg Emergency Repair Program

Objective: The Emergency Repair Program is to aid low and moderate-income homeowners to make repairs when the qualified homeowner lacks sufficient resources of their own. The program exists to:

- Address serious disrepair conditions(s) that pose(s) an immediate threat to the health, safety, and welfare of the homeowner and occupants city-wide;
- Address *life-threatening* issues and safety code violations that exist in an eligible home.

It is not the intent of the Program or the City to bring a home into complete code compliance but to eliminate immediate hazardous conditions(s). Only the repair work performed is subject to code compliance and review.

Program Resources: Funding for the program comes from a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). Assistance is in the form of a grant and is subject to the availability of CDBG funding budgeted for the Emergency Repair Program.

Applicable Laws:

The City of Hattiesburg, contractors, subcontractors, subrecipients, and applicants are required to abide by a number of State and Federal laws, and will be required to sign documents certifying their compliance.

ELIGIBILITY REQUIREMENTS - APPLICANT

- Low to moderate-income homeowners in need of repairs essential to correct situations that pose an immediate threat to the health and safety of the residents;

Eligibility Criteria: The applicant must satisfy the following criteria to be eligible for program assistance:

- A. Applicants must complete an application and provide all requested information. Unless the Community Development Division (CDD) employs other methods of targeting or prioritizing applications, applications will be accepted on a *first-come, first-served* basis as long as CDBG funds budgeted for emergency repairs are available. Should other methods be used, metrics will be outlined in the materials advertising/marketing during the application period.
- B. The applicant must be the owner of the property to be repaired, be able to provide proof of home ownership, and have resided in the dwelling for not less than one (1) year.
- C. The household income must be classified as low to moderate income as defined by HUD Income Limits; at or below 80% of the area median income;

Number of Persons in Household	Maximum Income*
1	\$44,700
2	\$51,100
3	\$57,500
4	\$63,850
5	\$69,000
6	\$74,100
7	\$79,200
8	\$84,300

FY2025 HUD Income Limits (subject to change)

- D. The applicant must be a U. S. citizen or a legal resident alien.
- E. The applicant must have flood insurance, where applicable.
- F. All applicants must be up to date with all property tax payments in order to be considered for the program.
- G. Applicant must affirm that they intend to continue living in the home as their primary residence, following repairs by executing a 3-year deed restriction. County land records will be reviewed annually to confirm ownership.

ELIGIBILITY REQUIREMENTS – PROPERTY

Eligibility Criteria: The dwelling must satisfy the following criteria to be eligible for program assistance:

- A. The dwelling must be an owner-occupied, single-family residence, located within the corporate limits of Hattiesburg.
- B. Where applicable, proof of flood insurance is required.
- C. The dwelling must need immediate and necessary repairs to correct situations that pose a threat to the health and safety of those who reside in the home. Eligible emergency repairs include, but are not limited to, electrical, roofing, plumbing, and HVAC repairs. Foundation repair or replacement is typically not eligible unless it contributes to an emerging condition and can all be addressed within the program budget.
- D. The dwelling must not have previously received funds from the Community Development Division for housing rehabilitation or emergency repairs.
- E. The dwelling unit must not be recognized or classified as a manufactured or mobile home.

To ensure fair and equitable distribution of limited program resources, properties that have previously received housing rehabilitation or emergency repair assistance through the Community Development Division are not eligible for additional funding under this program.

Funding will not be provided for partial correction, for non-eligible improvements, or to the owner in cash as reimbursement for the repair work completed (or to the owner directly for labor or materials purchased by the homeowner). If the bid for the approved emergency repair is more than the funds provided by the grant, the project may be deemed ineligible for the program.

What Types of Repairs are Eligible?

Generally, repairs or modifications to achieve accessibility that are urgently needed to make the housing safe, sanitary or habitable that can be completed for \$20,000 or less are eligible for assistance.

Examples of Eligible Repairs:

Repairs necessary to protect the health and safety of the household or achieve accessibility to accommodate a disability include repair and/or replacement of:

- Failed plumbing fixtures;
- Clogged/broken sewer lines
- Damaged or exposed electrical wiring, switches, and/or outlets
- Leaking roofs
- Window Replacement and Repair
- Moisture and Mold Mitigation
- Ventilation Improvements
- Installation of Exhaust Fans and Ventilation Systems
- HVAC System Repair or Replacement
- Failing flooring/decking
- Building a wheelchair ramp
- Widening doorways to rooms that must be accessible for living, etc.

Examples of Ineligible Repairs:

- Repairs that are only cosmetic in nature are not eligible.
- Perils covered by insurance claims are not eligible for funding.
- Repairs to a duplicate item when one is working may not be eligible except to prevent additional deterioration.

Example: In a house with two bathrooms where one has a working toilet and the other has a leaking toilet, if turning off the water supply to the toilet can stop the leak, no repair is allowed since a working toilet is available. However, if the leak is at or before the cutoff, a repair may be made to fix the leak or replace the cutoff to prevent further structural damage and repairs made to any structural damage already covered.

Ineligible activities consist of any unnecessary physical improvements, any repairs solely of a cosmetic nature, repairs to sheds, and repairs to garages or any structure not attached to the living unit.

Unsafe and substandard structures that cannot be made safe for habitation for \$20,000 or less will not be eligible for assistance under this program. If the repairs cannot be made for \$20,000 or less the house will be deemed infeasible and ineligible for assistance for the Emergency Repair Program.

If infeasible, the owner will receive a letter notifying of the hazards and why assistance is being denied. Under circumstances where homes are located in a designated flood zone, repairs will be

limited by the flood ordinance to 50% of the value of the home unless the project can include elevating the structure.

What is the maximum for the Program?

Maximum funding per application for owner-occupied single-family structures: Up to \$20,000 per application may be available for approved, eligible repairs. Repair(s) estimated to cost over \$20,000 are not eligible.

A Lifetime Maximum: This is a one-time assistance program. Each eligible property and household may receive funding through the Emergency Repair Program only once. Subsequent applications for the same household or property will not be considered, regardless of future need or program changes. **Repeat assistance is not prohibited under any circumstances.**

Limited Funds: Staff responds to requests for emergency repairs on a first-come-first-served basis (except as otherwise allowed herein), from the date the completed application is received. A specific amount of funding has been set up for each program year beginning January 1. No additional funds can be spent until the next program year begins.

Does the Repair Cost Need to Be Paid Back?

No, assistance does not need to be paid back. It is a forgivable loan, and a lien will be placed on the property.

Preliminary Steps

How do I Apply?

1. Contact our office for a pre-screening application and initial assessment at 601.554.1006.
2. The CDD housing inspector will complete an inspection of the property to determine whether the work and/or property appear to be feasible.
3. Submit required documentation.

What Happens After I Apply?

CDD staff will complete a feasibility inspection to determine the probability that the project is feasible. If it is determined that the project is likely feasible, you will receive information and forms for a full application. CDD staff will verify all application information and conduct an environmental review. Once the project has cleared environmental requirements and verified homeowner eligibility, CDD staff will contact the homeowner to execute an agreement and review next steps for repair assistance.

If any information is found to be intentionally falsified, the application will be rejected, and the applicant will not be allowed to reapply for any program.

You will receive written notice of the date the application is accepted or rejected, with details of the decision if the application is rejected.

Sequence of Events

The following outlines the normal sequence of events for an Emergency Repair application. All application files will be maintained according to HUD requirements.

Step 1 – Application Process. All individuals will apply through the Community Development Division.

The applicant is required to furnish the following documentation to verify eligibility:

Income Verification:

- Three (3) months of recent pay stubs for all household members, 18 and over, who are not full-time students;
- If self-employed, provide a monthly profit and loss statement for the last three (3) months;
- Proof of alimony or child support;
- Proof of other income in the form of retirement pension, unemployment, foster care, and/or disability benefits;
- Three (3) months of bank statements and/or pension funds from all members of the household who are not full-time students.

CDD staff will verify income and use HUD's Income Limit Documentation System, which has developed income limits based on the median family income (MFI) for metropolitan areas. Income Limit guidelines for the current year, using the income calculator, are available on the HUD website. Only households that have income at or below the 80% AMI will qualify. If an applicant does not meet the income or program eligibility requirements, the applicant will be notified before the project evaluation.

Proof of Residency: Copy of a valid driver's license, social security card, or resident identity card, and a recent utility bill with name supporting that the applicant lives in the house. Additionally, applicants will be required to affirm that they intend to continue living in the home following repairs.

Property taxes: CDD staff will review applicable city, county, and school district property tax information to verify that the applicant's payments are current.

Step 2 – Determination of Scope of Work. After reviewing the application and verifying all documentation, CDD staff will contact the applicant for an on-site project evaluation appointment. CDD staff will write up a short description of the project, including work needed, and photograph the areas in question. Basic measurements will be taken and CDD staff will determine the scope of work,

resources required for the project, and a feasibility review to ensure the project scope does not exceed the limits of the program.

CDD staff will also perform an environmental review. Projects that may affect painted surfaces may require lead testing for all homes built before 1978 to determine if the property will need to meet additional compliance specifications set forth by HUD.

Step 3 – Homeowner Verification and Approval. CDD staff will meet with the applicant to discuss the proposed project and what may or may not be eligible for the program. CDD staff will discuss the parameters of the grant. If the homeowner agrees to the terms of the program, the agreement will be prepared and presented to the City Council for approval.

Step 4 – Contractor Information and Contracts. CDD staff will contact the CoH-approved list of Qualified Eligible Contractors (QEC list). This list is maintained by CDD and is updated at least annually. Homeowner(s) may elect to exclude one contractor before bid submission. Quotes will be requested from all eligible contractors. No contractor shall be allowed to submit a proposal or cost quotation unless they are a Qualified Eligible Contractor and have not obtained a Data Universal Numbering System number (DUNS). The CDD will determine the lowest/best bid, present it to the homeowner along with a Contractor Homeowner agreement for execution, and coordinate with the contractor to undertake the project. The contractor is responsible for securing any required permits.

Step 5 – Timeframe. All work shall be completed according to the work write-up/bid solicitation within 30 working days after issuance of a notice to proceed. The nature of some repairs may warrant additional days, which must be stated in the agreement or by change order.

Step 6 – Final Inspection. Once the project is completed, CDD staff will contact the client to discuss the project. CDD staff will inspect the site to ensure work was completed according to the contract specifications. The contractor is responsible for passing all required building/system inspections. CDD staff will document work through before and after pictures and take pictures.

Once it has been determined that the work meets contract specifications, the contractor will be required to turn in a final invoice for work completed at the property and will be required to sign certifying the project was completed.

Step 7 – Customer Satisfaction Survey – For follow-up, the applicant will be mailed a Customer Satisfaction Survey. The CDD staff values citizen input; therefore, feedback is greatly appreciated as the City strives to improve future services.

Note: *It is the responsibility of the applicant to notify CDD staff of any problems that occur after project completion and are covered under the provided warranty.*

For Contractors

The CDD staff will select the contractor in accordance with the City's and HUD purchasing/contracting policies, particularly as outlined in 24 CFR 85, and including a review of the excluded parties list (suspended and debarred contractors; at this revision, the System for Award Management).

Quotes shall be firm for a period of 30 calendar days from the date of bid closing.

**If the lowest responsible quote is above the City's maximum limit of \$20,000 allowed for Emergency Repair projects, the application will be denied and the applicant notified.*

Staff will prepare appropriate contract documents and agreements for execution by the homeowner, contractor and the City. If a contract is not executed, nor a Notice to Proceed issued within thirty (30) calendar days from bid opening, the contractor may withdraw his/her quote, thereby terminating and releasing both parties from any further obligation and liabilities.

CDD staff can execute change orders if issues are encountered on the project after the scope of work begins. Any contract modifications encountered during the project's execution will be subject to a cost-price analysis.

All work shall be completed according to the work write-up/bid solicitation within 30 working days after issuance of the Notice to Proceed unless otherwise stated by contract or change order(s).

The contractor/repair company will provide a one-year warranty for work completed, where possible. Upon final inspection and approval by CDD Staff, the contractor may submit an invoice. The payment request may be processed upon final inspection approval. Approved payment requests will be submitted for the next City Council agenda for approval if the submitted invoice is received five (5) days before the scheduled meeting.

Responsibilities

A. Responsibilities of the Applicant

- Submitting all required documents to determine eligibility for the program.
- Making reasonable accommodation to the schedules of the contractor and CDD staff for the purpose of inspections, completion of work, photographs, etc.
- Reviewing, executing, and understanding the program guidelines, work description, and all contract documents.
- Meeting all terms and conditions of the contracts.

B. Responsibilities of the Contractor

- All work shall be completed in accordance with the 2018 International Residential Codes (IRC) and City of Hattiesburg Performance Standards and Specifications.
- Submitting quotes complying with the City's standard on specified projects.
- Making reasonable accommodations to the schedules of the applicant and staff.

- Prompt communication with CDD Staff on unforeseen issues on the project as they arise.
- Completing the work as identified in the contract within the agreed-upon time frame.
- Communicating with City staff regarding the status of the work during and following project completion.
- Understanding the City's payment process.
- Any work outside the scope of the write-up is prohibited.

What The Program Is Not

Although the Emergency Repair Program is designed to respond to a wide variety of problems, it has limits and should not be confused with other programs offered by the City of Hattiesburg, Community Development Division.

- **It is not a rehabilitation program.** Many times, the most recent item, system, or structure to fail in a home may prompt the homeowner to seek assistance from the Emergency Repair Program, while many other items are also in need of repair. The Emergency Repair Program is designed to respond to the most urgent need, which if left unrepaired, would lead to further deterioration or to the house becoming unlivable. The City of Hattiesburg, Community Development Division, also offers a Housing Rehabilitation Program that can address many more issues than Emergency Repair.
- **It is not assistance for home sellers.** The homeowner must affirm that they intend to live in the home, as far as foreseeable. The funds are intended to keep a homeowner living in their home, not to assist them in selling it.
- **It is not a remodeling service.** To extend assistance to as many households as possible, systems and items must be repaired rather than replaced, if possible.
- **It is not a homebuyer program.** Applicants must have lived in the home for at least one year at the time of application.

Contact Information

City of Hattiesburg
 Community Development Division
 P.O. Box 1898
 200 Forrest Street
 Hattiesburg, MS 39403 – 1898
 601.554.1006
cdbg@hattiesburgms.com

CHANGE HISTORY LOG	
April 5, 2022	Update manual format; add change history log; increase maximum budget from \$10,000 to \$15,000; remove homeowner's insurance requirements; add change history
June 3, 2025	Increase maximum budget from \$15,000 to \$20,000; Update the manual to clarify and expand examples of eligible emergency repairs for improved guidance and consistency.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, June 3, 2025
Re: Approve the sale of grave spaces per attached receipts.
File Number: 2025-451
Minute Book #

Summary

Approve the sale of grave spaces per attached receipts.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Eric & Kristy Harvey subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW 1/4)

Lot Number 49 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Elaine Kersh subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

W Half(W1/2) of the Southwest Quarter (SW1/4)

Lot Number 106

Section Number:21

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gladys Davis subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

S Half(S1/2) of the Southwest Quarter (SW1/4)

Lot Number 46

Section Number:38

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Corey Varnado subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

N Half(S1/2) of the Southeast Quarter (SE1/4)

Lot Number 68

Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Johnny Ray Woodland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

N Half(S1/2) of the Southwest Quarter (SW1/4)

Lot Number 28

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Johnny Ray Woodland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 28 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda G. Johnson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

E Half(E1/2) of the Southeast Quarter (SE1/4)

Lot Number 79

Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ronald Taylor subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

N Half(N1/2) of the Northwest Quarter (NW1/4)

Lot Number 116

Section Number: 23

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michelle Tackett subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

N Half(N1/2) of the Southeast Quarter (SE1/4)

Lot Number 39

Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Jimmy & Sondra Temple subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 123 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Randy R. Ables subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

S Half(S1/2) of the Southeast Quarter (SE1/4)

Lot Number 68

Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May 2025.

ATTEST:

CITY OF HATTIESBURG, Mississippi

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of May 2025.

My Commission Expires:

NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

5-9-25

SOLD TO:

Mr. Mrs. Miss

Linda G Johnson

ADDRESS

3204 Moye Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 79 Section No. 29 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Joia Monroe
Supt. of City Cemeteries

OK # 2363 space # 8

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

May 5, 2025

SOLD TO:

Mr. Mrs. Miss

William & Sandra MacLauchlan

ADDRESS

58 Waverly Circle Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 2 Section No. 38 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Joia Monroe
Supt. of City Cemeteries

check # 2995
space # 12

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

4-10-25

SOLD TO:

Mr. Mrs. Miss

Ronald Taylor

ADDRESS

412 Broadway Dr. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 116 Section No. 23 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-16 20 25

SOLD TO:

Mr. Mrs. Miss

Michele Tackett

ADDRESS

14 Tiger Lane Sumrall, MS 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE $\frac{1}{4}$ Lot No. 39 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Joanna Moncree
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-30 20 25

SOLD TO:

Mr. Mrs. Miss

Timothy & Sandra Temple

ADDRESS

448 Old River Road Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{4}$ Lot No. 123 Section No. 21 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Joanna Moncree
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-25 20 25

SOLD TO:

Mr. Mrs. Miss

Randa R. Ables

ADDRESS

43 Summerbrook Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S SE $\frac{1}{4}$ Lot No. 68 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Joanna Moncree

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-5- 20 25

LED TO:

Mrs. Miss Eric & Kristy Harvey
DRESS 68 Moody Road Brooklyn MS 39425

res to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 49 Section No. 391 in Highland Cemetery

number of grave spaces 2 Price per grave space \$ 175.00

Received \$ 350.00
space #1, & 2

CITY OF HATTIESBURG, MISSISSIPPI

By James Monroe
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-9- 20 25

LED TO:

Mrs. Miss Flaine Kerish
DRESS 44 St Andrews Hattiesburg MS 39401

res to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW Lot No. 106 Section No. 21 in Highland Cemetery

number of grave spaces 1 Price per grave space \$ 175.00

Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By James Monroe
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-9- 20 25

LED TO:

Mrs. Miss Gladys Davis
DRESS 402 Broadway Dr Hattiesburg MS 39401

res to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 46 Section No. 38 in Highland Cemetery

number of grave spaces 1 Price per grave space \$ 175.00

Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-7- 20 25

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 1/4 Lot No. 68 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00
Cash
CITY OF HATTIESBURG, MISSISSIPPI

By

Janice Monahan
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-9- 20 25

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N SW 1/4 Lot No. 28 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00
OK #2263 space #2
CITY OF HATTIESBURG, MISSISSIPPI

By

Janice Monahan
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-9- 20 25

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/4 Lot No. 28 Section No. 36 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$

Price Received \$

350.00
\$175.00
CITY OF HATTIESBURG, MISSISSIPPI



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, June 3, 2025
Re: Approve claims docket for the period ending May 31, 2025.
File Number: 2025-441
Minute Book #

Summary

Approve claims docket for the period ending May 31, 2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, June 3, 2025
Re: Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg Water Pollution Control Revolving Loan Fund Improvement Project.
File Number: 2025-456
Minute Book #

Summary

Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg Water Pollution Control Revolving Loan Fund Improvement Project.

The City of Hattiesburg is applying for a State Revolving Loan Fund through the Mississippi Department of Environmental Quality (MDEQ) for wastewater system improvements. The total loan amount is \$2,682,790 for Main St Sewer Phase 1. The improvements will include Sewer Replacement along portions of Mable, W 3rd, New Orleans and other side streets.

A public hearing to inform the public regarding the project will be held on July 8, 2025, at 6:30 PM at the C.E. Roy Community Center at 300 East 5th Street, Hattiesburg, MS, 39401. A copy of the Facilities Plan is available in the office of the City of Hattiesburg located at 200 Forrest Street, Hattiesburg, MS 39401, and can be picked up at the front desk for review prior to the meeting. The public may submit comments in person, at the time and place of the public hearing or in writing.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 3, 2025 City Council meeting for consideration.

Notice of Public Hearing

City of Hattiesburg Water Pollution Control Revolving Loan Fund WPCRLF FFY2025

The City of Hattiesburg is applying for a State Revolving Loan Fund through the Mississippi Department of Environmental Quality (MDEQ) for wastewater system improvements. The total loan amount is \$2,682,790 for Main St Sewer Phase 1. The improvements will include Sewer Replacement along portions of Mable, W 3rd, New Orleans and other side streets.

A public hearing to inform the public regarding the project will be held on July 8, 2025, at 6:30 PM at the C.E. Roy Community Center at 300 East 5th Street, Hattiesburg, MS, 39401. A copy of the Facilities Plan is available in the office of the City of Hattiesburg located at 200 Forrest Street, Hattiesburg, MS 39401, and can be picked up at the front desk for review prior to the meeting. The public may submit comments in person, at the time and place of the public hearing or in writing. Comments to be submitted in writing shall be mailed to the City Clerk at 200 Forrest St., Hattiesburg MS, 39401 or hand delivered to City Hall Prior to the public hearing.

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