



**Tuesday, April 7, 2026  
5:00 PM**

**City Council  
Tuesday Meeting Agenda**

**Council Chambers  
200 Forrest Street**

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**Call to Order**

**Prayer and Pledge of Allegiance**

**Presentation Agenda**

**Confirmation or Adjustment of the Agenda**

**Approval of Minutes for March 2, 3, 16 & 17, 2026 meetings of the City Council.**

**POLICY AGENDA**

1.     **2026-228**     Accept the Hattiesburg Historic Conservation Commission's decision to deny a request by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Mary Gail Wildman, Owner/Petitioner, appealed the decision on March 12, 2026.
  
2.     **2026-243**     Adopt a Resolution directing the settlement of the case styled City of Hattiesburg v. ARC-1, LLC, Special Court of Eminent Domain, Forrest County, Mississippi, No. CO-23-1209.
  
3.     **2026-234**     Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to 2027 SRLF-Katie-John-Dabbs, Hattiesburg High PH II and East Jerusalem PH I and III Projects; and authorize the Mayor to execute in duplicate.
  
4.     **2026-238**     Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Tipton St Phase I Lighting Project; and authorize the Mayor to execute in duplicate.
  
5.     **2026-239**     Approve Professional Services Agreement between the City of Hattiesburg and Doleac Electric to provide generator maintenance for City generators; and authorize the Mayor to execute the same.
  
6.     **2026-241**     Approve Change Order #1 with MitchCo. Construction Inc. for the Fire Station #2 project with a contract increase of \$2,085.00; and authorize the mayor to execute same.
  
7.     **2026-229**     Approve Renewal of Annual Maintenance Agreement with Business Information Systems, Inc., for DCR, (digital recording system) in the Council Chambers at a rate of \$1,051.25 and; authorize the Mayor to execute the same.
  
8.     **2026-230**     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.

9.     **2026-244**     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; and authorize manual check and the Mayor to execute the same.
  
10.    **2026-233**     Acknowledge receipt of closing documents for the City Wide Water Meter Replacement project; Approve Supplemental Agreement No. 3 with Hudson Contracting, Inc. to record the project underrun, reducing the contract amount by \$138,949.42 to a final amount of \$7,513,733.60; and authorize the Mayor to execute the same. Authorize payment of final pay application.
  
11.    **2026-246**     Ratify a Sub-grant Agreement between the Mississippi State Department of Health and the City of Hattiesburg for the Hattiesburg Police Department Domestic Violence Program.

**ROUTINE AGENDA**

1.     **2026-237**     Acknowledge receipt of the Two-Quote Docket.
  
2.     **2026-231**     Acknowledge receipt of a permanent utility and access easement from Land Management, LTD, Limited Partnership, for a portion of Forrest County tax parcel 2-040H-29-001.00 (PPIN 6976).
  
3.     **2026-232**     Acknowledge Final Decree from the State of Mississippi, Secretary of State's Office, in the matter of the enlargement and extension of the municipal boundaries of the City of Hattiesburg, Hunter's Point and Sullivan Kilrain Areas.
  
4.     **2026-235**     Acknowledge and accept Quitclaim Deed from the University of Southern Mississippi Foundation to the City of Hattiesburg for Forrest County property located at PPIN 40055, Parcel # 2-037E-14-010.00.
  
5.     **2026-242**     Approve and authorize the release of a Request for Proposals (RFP) for CDBG Public Services activities within the Community Development Division.
  
6.     **2026-225**     Approve and authorize the publication of a Notice of Public Hearing for the 2026/27 Annual Action Plan.
  
7.     **2026-226**     Approve and authorize publication of a Request for Qualifications for Electrical Contractor Services for the Community Development Block Grant (CDBG) Program.
  
8.     **2026-227**     Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
  
9.     **2026-245**     Approve the sale of grave spaces per attached receipts.
  
10.    **2026-226**     Approve claims docket for the period ending March 31, 2026.

**In Memoriam:**

**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, April 7, 2026  
**Re:** Approve the minutes for the March 2, 3, 16 & 17, 2026 meetings of the City Council.  
File Number: 2026-236  
Minute Book #

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## Summary

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

## Recommendation Statement

I recommend approval of the minutes.

Please place this on the April 7, 2026 City Council meeting for consideration.

**Published Agenda**



**Monday, March 2, 2026  
4:00 PM**

**City Council  
Monday Meeting Agenda**

**Council Chambers  
200 Forrest Street**

**Call to Order**

**Agenda Review**

**Citizens' Forum**

**Work Session**

- |           |                 |  |
|-----------|-----------------|--|
| <b>1.</b> | <b>2026-157</b> | Midtown Merchants Association Presentation.                              |
| <b>2.</b> | <b>2026-156</b> | Express Employment, presented by Administration and Human Resources.     |
| <b>3.</b> | <b>2026-153</b> | Proposed amendments to the Land Development Code, presented by Planning. |

**Meeting Recess**

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**Call to Order**

**BE IT REMEMBERED that the Hattiesburg City Council held an Agenda Review at 4:00 p.m. on Monday, March 2, 2026, in the Council Chambers at City Hall.**

*This meeting was convened following the Council's adjourned scheduled regular meeting held on February 17, 2026.*

***In attendance were** Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, 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.*

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

**Agenda Review**

**Council President Ware proceeded with the Agenda Review.**

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

**Citizens' Forum**

**Council Vice President George proceeded with the Citizens' Forum.**

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

The following citizen addressed the Council:

- *Monique Jobe, 2306 Clayton Pl.*
- *Sharon Nichols, 1201 Maire St.*
- *Chad Edmonson, 509 Ronie St.*
- *Donna Sumrall, 1208 Carter Dr.*
- *Blaise M. Sonnier, 1206 Carter Dr.*
- *Gay Polk-Payton, 1204 Carter Dr.*

- Wyatt McMunn, 103 Danbury Ln.

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

## **Work Session**

**Council President Ware proceeded with the Work Session.**

The following overview was provided:

1.	2026-157	Midtown Merchants Association, presented by representatives of the association: 2026 President, Ed Hargrove and Lora Lofton.
2.	2026-156	Express Employment, presented by HR Division Manager, Melvin Davis and Franchise Owner of Express Employment, Christian May.
3.	2026-153	Proposed amendments to the Land Development Code, presented by Senior Planner, Nathan Satcher.

## **Executive Session**

*Council Member Brown left the Council Chambers at 5:29 p.m.*

A **MOTION** was made by Council Vice President George to **ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 5:30 p.m.

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

**Yeas: 4 – George, Boney, Vance and Ware**

**Nays: - 0**

**Absent: 1 - Brown**

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

A **MOTION** was made by Council Vice President George and seconded by Council Member Vance to **ENTER EXECUTIVE SESSION** at 5:31 p.m. to discuss transaction of business and discussion regarding the prospective purchase, sale or leasing of lands, pursuant to *Mississippi Code §25-41-7(4)(g)*.

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

**Yeas: 4 – George, Boney, Vance and Ware**

**Nays: - 0**

**Absent: 1 - Brown**

The City Attorney stepped out into the hall and announced that the Council had entered executive session to discuss economic development involving prospective land transactions.

*Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Eric Boney, LeAnn Vance and Dave Ware; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Attorney David Miller; Clerk of Council, Ronda Kennedy; and Deputy Clerk of Council, Lisa Luu Jolly.*

A **MOTION** was made by Council Vice President George and seconded by Council Member Vance to **EXIT** Executive Session and **RE-OPEN** the meeting to the public at 5:43 pm.

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

**Yeas: 4 – George, Boney, Vance and Ware**

**Nays: - 0**

**Absent: 1 - Brown**

Council President Ware called the meeting back to order in open session and reported that, during executive session, the Council discussed matters pertaining to economic development involving prospective land transactions and that no action was taken.

**Meeting Recess**

Council President Ware declared the meeting recessed at 4:51 p.m. on this 5<sup>th</sup> day of January 2026, by unanimous consent, until the 6<sup>th</sup> day of January 2026.

**APPROVAL OF MINUTES AND CERTIFICATION**

ATTEST:

APPROVE:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Council President

ATTEST AND CERTIFY:

APPROVE:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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**Published Agenda**



**Tuesday, March 3, 2026  
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**

**Confirmation or Adjustment of the Agenda**

**Approval of Minutes for the January 20, 2026 meeting of the City Council.**

<i>p. 56</i>	<b>2026-56</b>	Approve the minutes for the January 20, 2026 meeting of the City Council.
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**POLICY AGENDA**

*MB 2024*

<i>Page #</i>		
<i>p. 56-57</i>	<b>1. 2026-18</b>	Adopt an Ordinance to amend Section 7 of the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to add “crusher run” as an approved “hard surface” used for parking and driveways inside any historic district. Planning Commission recommended approval, with changes, on January 7, 2026.
<i>p. 57</i>	<b>2. 2026-102</b>	Adopt an Ordinance amending the City of Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to revise portions of Sections 2, 4, 5, 6, 7, 10, 12, and 13 (text amendments). Planning Commission recommended approval, with changes, on February 4, 2026.
<i>p. 57</i>	<b>3. 2026-101</b>	Accept the Planning Commission's recommendation to deny a conditional use request for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).
<i>p. 57</i>	<b>4. 2026-103</b>	Accept the Planning Commission's recommendation to approve a subdivision alteration for a subdivision known as “Mineral Creek Manor” for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).
<i>p. 58</i>	<b>5. 2026-104</b>	Accept the Planning Commission's recommendation to deny a conditional use request for "Automotive, truck, and small engine repairs," "Automotive, truck, and small engine maintenance," and “Automotive Sales and Rentals” for a B-3-BCO zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).
<i>p. 58</i>	<b>6. 2026-149</b>	Adopt a Resolution requesting the Mississippi Legislature to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2031.
<i>p. 58-59</i>	<b>7. 2026-136</b>	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.
<i>p. 59</i>	<b>8. 2026-139</b>	Approve an Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services and authorize the Mayor to execute the same.
<i>p. 59</i>	<b>9. 2026-124</b>	Approve an agreement with the Federal Aviation Administration to provide a flight inspection of PAPI, REIL & MIRLS as part of the 2025 Airport Lighting project at the Hattiesburg Bobby L. Chain Municipal Airport at an estimated cost of \$20,896.92; authorize the Mayor to execute said agreement and authorize issuance of a manual check.
<i>p. 59-60</i>	<b>10. 2026-142</b>	Approve Supplemental Agreement No.1 with Chris Albritton Construction Company Inc. for Federal Aid Project No. STP-0210-00(040) LPA/1008800-701000 to account for modified and added items with an increase of \$9750.00 and decrease of \$9855.00 for a contract amount decrease to \$105.00 adding 44 working days to the contract; Authorize the Mayor to execute the Supplemental Agreement in duplicate.
<i>p. 60</i>	<b>11. 2026-135</b>	Approve Contract Change Order No. 3 with M&P Construction for the Katie-Dabbs Community Center Renovations Project for a contract increase of \$58,197.28; Authorize the Mayor to execute the Change Order in duplicate.
<i>p. 60</i>	<b>12. 2026-137</b>	Approve Agreement between the City of Hattiesburg and the Methodist Hour of Mississippi, Inc., to provide services and programs related to impacts caused by the national opiate epidemic and authorize the Mayor to execute and issuance of a manual check.
<i>p. 60-61</i>	<b>13. 2026-140</b>	Approve Letter of Engagement with Landry Kitchens Germany Architects, P.A. (LKG), to provide architectural concept design services for tennis facilities, and authorize the Mayor to execute the same.
<i>p. 61</i>	<b>14. 2026-143</b>	Approve and adopt the Standard Operating Procedures (SOP) for Code Enforcement.

p. 61 | 15. 2026-144 Acknowledge receipt of closing documents for the Hattiesburg Community Arts Center Renovation project; Authorize payment of final pay application and authorize final acceptance of the project.

**ROUTINE AGENDA**

p. 61	1. 2026-138	Acknowledge receipt of the Two-Quote Docket.
p. 61	2. 2026-134	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
p. 61	3. 2026-41	Acknowledge no proposals were received on February 19, 2026, for Request for Proposals for Consultant Services to conduct a Historic Survey and prepare a National Register nomination for the Hattiesburg Historic District, pursuant to Miss. Code Ann. § 39-13-5(a) and authorize re-advertisement for the same.
p. 62	4. 2026-141	Approve and Authorize publication of a Request for Qualifications for HVAC Contractor Services for the Community Development Block Grant (CDBG) Program.
p. 62	5. 2026-155	Approve and Authorize publication of a Request for Qualifications for Plumbing Contractor Services for the Community Development Block Grant (CDBG) Program.
p. 62	6. 2026-147	Approve plans and specifications for the Fourth Street Pathway Project, N 34th Ave to N 38th Ave (STP-7194-00(004)LPA/109376-701000) and authorize advertisement for bids contingent upon MDOT approval to advertise.
p. 62	7. 2026-148	Approve plans and specifications for the Fourth Street Pathway Project, N 38th Ave to Thornhill Dr (HPP-8750-00(004)LPA/105845-802000) and authorize advertisement for bids contingent upon MDOT approval to advertise.
p. 62	8. 2026-146	Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.
p. 62	9. 2026-145	Approve plans and specifications for the River Avenue Pedestrian Bridge Rehabilitation project and authorize advertisement for bids.
p. 62	10. 2026-152	Approve claims docket for the period ending February 28, 2026.

**In Memoriam:**

- Mr. Robert Carrington "Bobby" Dews, Sr.
- Mr. Herbert H. "Buddy" Klein
- Mrs. Sarah Alice Doss Fowler
- Mrs. Michelle Heidelberg

**Meeting Adjourn**

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**Call to Order**

**BE IT REMEMBERED** that the Hattiesburg City Council held a **regular meeting at 5:00 p.m. on Tuesday, March 3, 2026**, in the **Council Chambers at City Hall**, *this being the reconvened session of the recessed meeting held on March 2, 2026.*

*In attendance were Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, 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.*

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

**Call to Prayer and Pledge of Allegiance**

The prayer was given by *City Attorney, Randy Pope.*

The Pledge of Allegiance was led by *City Clerk, Kermas Eaton.*

**Presentation Agenda**

The PRESENTATION AGENDA came before the Council.

**Mayor Barker and Council President Ware presented Dr. Andrew Wiest, University Distinguished Professor of History at The University of Southern Mississippi, with a**

**Proclamation honoring his distinguished career in military history and congratulating him on receiving the 2026 Samuel Eliot Morison Award from the Society for Military History.**

*There were no other presentations at this time.*

**Confirmation of the Agenda**

**THE MATTER OF THE AGENDA ORDER** was before the Council.

Council President Ware asked whether there were any adjustments to the agenda.

*The Clerk of Council responded that there were none.*

**A MOTION** was made by Council Vice President George and seconded by Council Member Brown to **APPROVE** Agenda as presented.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

**Approval of Minutes for the February 17, 2026 meeting of the City Council.**

<b>2026-150</b>	Approve the minutes for the February 17, 2026 meeting of the City Council. <u>Attachments:</u> <u>02-17-2026 XS Mins.</u>
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Council President Ware asked whether there were any amendments to the minutes.

There being none, the minutes were **APPROVED** as presented.

**POLCY AGENDA**

**THE POLICY AGENDA** was then considered.

<b>1.</b>	<b>2026-18</b> [ORD #3403]	Take from the table: Adopt an Ordinance to amend Section 7 of the Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to add “crusher run” as an approved “hard surface” used for parking and driveways within Historic Overlay Districts.” Planning Commission recommended approval, with changes, on January 7, 2026.  <u>Attachments:</u> <u>Item B Staff Report- Text Amendment- Crusher Run</u> <u>Application 1_CC</u> <u>Ordinance - Text Amendment to LDC - Crusher Run</u> <u>Minutes- January 2026- HPC</u>
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**A MOTION** was made by Council Vice President George and seconded by Council Member Vance

to **TAKE FROM THE TABLE** an Ordinance amending Section 7 of the Hattiesburg Land Development Code to add “crusher run” as an approved “hard surface” used for parking and driveways within Historic Overlay Districts.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

**A MOTION** was made by Council Vice President George and seconded by Council Member Brown

to **ADOPT ORDINANCE NO. 3403** to amend Section 7 of the Hattiesburg Land Development Code to add “crusher run” as an approved “hard surface” used for parking and driveways within Historic Overlay Districts.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

2. <b>2026-102</b> [ORD #3404]	Adopt an Ordinance amending the City of Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to revise portions of Sections 2, 4, 5, 6, 7, 10, 12, and 13 (text amendments). Planning Commission recommended approval, with changes, on February 4, 2026.
	<u>Attachments:</u> <u>Item B Staff Report- Text Amendments</u> <u>Ordinance - LDC Amendments</u>

**A MOTION** was made by Council Vice President George and seconded by Council Member Brown

to **ADOPT ORDINANCE #3404** amending the City of Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to revise portions of Sections 2, 4, 5, 6, 7, 10, 12, and 13 (text amendments).

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

3. <b>2026-101</b> <b>- Request DENIED -</b>	Accept the Planning Commission's recommendation to deny a conditional use request for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).
	<u>Attachments:</u> <u>Item A Staff Report- Clayton Place- Conditional Use</u> <u>2306 Clayton Place- Application Packet</u> <u>The Willow Residence Concept plan</u> <u>Detailed explanation of condition</u> <u>2306 Clayton Place-Willow Residence-10-15-25-NOTES</u> <u>Minutes- February 2026- HPC</u> <u>2306 Clayton Place- Exhibit A-1</u>

**A MOTION** was made by Council Vice President George and seconded by Council Member Brown

to **ACCEPT the Planning Commission's recommendation to DENY** a conditional use request for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337).

**There being no discussion, the motion carried unanimously, and the request was denied by the following vote:**

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

4. <b>2026-103</b>	Accept the Planning Commission's recommendation to approve a subdivision alteration for a subdivision known as “Mineral Creek Manor” for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).
	<u>Attachments:</u> <u>Item C Staff Report- 100 J Ed Turner-Subdivision</u> <u>UPDATED APPLICATION_CC</u> <u>Subdivision Alteration Application</u> <u>Site Plan</u> <u>Amended Plat</u> <u>100 J Ed Turner-Mineral Creek Manor Amendment-12-18-25-PRE_APP NOTES</u> <u>Minutes- February 2026- HPC</u> <u>Mineral Creek Manor- Exhibit C-1</u>

**A MOTION** was made by Council Vice President George and seconded by Council Member Brown

to **ACCEPT the Planning Commission's recommendation to APPROVE** a subdivision alteration for a subdivision known as “Mineral Creek Manor” for a property at 100 J Ed Turner Drive (PPIN 9505).

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

5.	<b>2026-104</b> <del>- Request DENIED -</del>	Accept the Planning Commission's recommendation to deny a conditional use request for "Automotive, truck, and small engine repairs," "Automotive, truck, and small engine maintenance," and "Automotive Sales and Rentals" for a B-3-BCO zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).
	<u>Attachments:</u>	<u>Item D Staff Report- 401 Broadway Drive- Conditional Use Application CC</u> <u>401 Broadway Drive-Car Rental and Sales-12-18-25-PRE APP NOTES</u> <u>Minutes- February 2026- HPC</u>

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **ACCEPT** the Planning Commission's recommendation to **DENY** a conditional use request for "Automotive, truck, and small engine repairs," "Automotive, truck, and small engine maintenance," and "Automotive Sales and Rentals" for a B-3-BCO zoned property at 401 Broadway Drive (PPIN 21784).

**There being no discussion, the motion carried unanimously, and the request was denied by the following vote:**

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

6.	<b>2026-149</b> [RES#2026-49]	Adopt a Resolution requesting the Mississippi Legislature to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2031.
	<u>Attachments:</u>	<u>Resolution requesting the Mississippi Legislature to extend the repealer imposed on Hattiesburg Tourism Commission to 2031</u>

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **ADOPT RESOLUTION NO. 2026-49** requesting the Mississippi Legislature to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2031.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

7.	<b>2026-136</b> [RES#s2026-50-59]	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 03 03 2026</u> <u>1. 718 Northhill Dr - Adjudication Resolution</u> <u>2. 820 Edwards St - Adjudication Resolution</u> <u>3. 703 Magnolia Ave - Adjudication Resolution</u> <u>4. 730 N 19th Ave - Adjudication Resolution</u> <u>5. 813 Milton Barnes Ave - Adjudication Resolution</u> <u>6. 105 Saucier Dr - Adjudication Resolution</u> <u>7. 814 Atlanta St - Adjudication Resolution</u> <u>8. 303 S 13th Ave - Adjudication Resolution</u> <u>9. 210 S 34th Ave - Adjudication Resolution</u> <u>10. 224 Fredna Ave - Adjudication Resolution</u>

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to **ADOPT RESOLUTION NOS. 2026-50 through 2026-59** 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>Resolution #</u>	<u>Owner:</u>	<u>Address:</u>	<u>PPIN:</u>
[#2026-50]	Stephon Leonard Mobley	718 Northhill Drive	22263
[#2026-51]	Mikal & Narjis Uqdah	820 Edwards Street	12911
[#2026-52]	Merri Jill King	703 Magnolia Avenue	13623
[#2026-53]	Sarah Allen	730 N 19th Avenue	14859

[#2026-54]	Donna Williams and Prince Woullard	813 Milton Barnes Avenue	40052
[#2026-55]	Keith Ronell Adams & ETALS	105 Saucier Drive	22318
[#2026-56]	Toby Woullard	814 Atlanta Street	25711
[#2026-57]	Justin Powell	303 South 13th Avenue	24198
[#2026-58]	Philip and Elise Dickerson	210 South 34th Avenue	22645
[#2026-59]	J. Alvin Investments LLC	224 Fredna Avenue	13929

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

<b>8.</b>	<b>2026-139</b>	Approve an Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services, and authorize the Mayor to execute the same.
		<u>Attachments:</u> <u>Second Revised Interlocal Agreement</u> <u>Interlocal Agreement between COH &amp; Rawls Springs Utility District</u>

**A MOTION** was made by Council Vice President George and seconded by Council Member Brown

**to APPROVE** an Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services;

**and AUTHORIZE** the Mayor to execute the same.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

<b>9.</b>	<b>2026-124</b>	Approve an agreement with the Federal Aviation Administration to provide a flight inspection of PAPI, REIL & MIRLS as part of the 2025 Airport Lighting project at the Hattiesburg Bobby L. Chain Municipal Airport at an estimated cost of \$20,896.92; authorize the Mayor to execute said agreement and authorize issuance of a manual check.
		<u>Attachments:</u> <u>AC-007594 Hattiesburg MS</u> <u>Agreement with DOT-FAA for flight inspection of PAPI, REIL &amp; MIRLS - 2025</u> <u>Airport Lighting at Bobby L. Chain Municipal Airport</u>

**A MOTION** was made by Council Member Brown and seconded by Council Vice President George

**to APPROVE** an agreement with the Federal Aviation Administration to provide a flight inspection of PAPI, REIL & MIRLS as part of the 2025 Airport Lighting project at the Hattiesburg Bobby L. Chain Municipal Airport at an estimated cost of \$20,896.92; **and AUTHORIZE** the Mayor to execute said agreement and issuance of a manual check.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

<b>10.</b>	<b>2026-142</b>	Approve Supplemental Agreement No.1 with Chris Albritton Construction Company Inc. for Federal Aid Project No. STP-0210-00(040) LPA/1008800-701000 to account for modified and added items with an increase of \$9750.00 and decrease of \$9855.00 for a contract amount decrease to \$105.00 adding 44 working days to the contract; Authorize the Mayor to execute the Supplemental Agreement in duplicate.
		<u>Attachments:</u> <u>Supplemental Agreement No. 1 Chris Albritton Construction Company Inc.</u>

**A MOTION** was made by Council Vice President George and seconded by Council Member Brown

to **APPROVE** Supplemental Agreement No.1 with Chris Albritton Construction Company Inc. for Federal Aid Project No. STP-0210-00(040) LPA/1008800-701000 to account for modified and added items with an increase of \$9750.00 and decrease of \$9855.00 for a contract amount decrease to \$105.00 adding 44 working days to the contract;

and **AUTHORIZE** the Mayor to execute the Supplemental Agreement in duplicate.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

11.	2026-135	Approve Contract Change Order No. 3 with M&P Construction for the Katie-Dabbs Community Center Renovations Project for a contract increase of \$58,197.28; Authorize the Mayor to execute the Change Order in duplicate. Attachments: 3823 26-0218 Change Order #3 for signature 2.19.26
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A **MOTION** was made by Council Vice President George and seconded by Council Member Boney

to **APPROVE** a Contract Change Order No. 3 with M&P Construction for the Katie-Dabbs Community Center Renovations Project for a contract increase of \$58,197.28;

and **AUTHORIZE** the Mayor to execute the Change Order in duplicate.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

12.	2026-137	Approve Agreement between the City of Hattiesburg and the Methodist Hour of Mississippi, Inc., to provide services and programs related to impacts caused by the national opiate epidemic and authorize the Mayor to execute the same. Attachments: Opioid Remediation Uses Memorandum Agreement between The Methodiest Hour of Mississippi and COH
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A **MOTION** was made by Council Vice President George and seconded by Council Member Boney

to **APPROVE** an Agreement between the City of Hattiesburg and the Methodist Hour of Mississippi, Inc., to provide services and programs related to impacts caused by the national opiate epidemic;

and **AUTHORIZE** the Mayor to execute the same.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

13.	2026-140	Approve Letter of Engagement with Landry Kitchens Germany Architects, P.A. (LKG), to provide architectural concept design services for tennis facilities, and authorize the Mayor to execute the same. Attachments: Tatum Tennis Court Revitalization Proposal
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A **MOTION** was made by Council Vice President George and seconded by Council Member Boney

to **APPROVE** a Letter of Engagement with Landry Kitchens Germany Architects, P.A. (LKG), to provide architectural concept design services for tennis facilities,

and **AUTHORIZE** the Mayor to execute the same.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

14.	2026-143	Approve and adopt the Standard Operating Procedures (SOP) for Code Enforcement. Attachments: <a href="#">COH Code Enforcement SOP</a>
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A **MOTION** was made by Council Vice President George and seconded by Council Member Vance to **APPROVE** and **ADOPT** the Standard Operating Procedures (SOP) for Code Enforcement.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

15.	2026-144	Acknowledge receipt of closing documents for the Hattiesburg Community Arts Center Renovation project; Authorize payment of final pay application and authorize final acceptance of the project. Attachments: <a href="#">Consent of Surety</a> <a href="#">4121B Pay App No4 26-0217 Executed</a> <a href="#">G706 Affidavit of Payments</a> <a href="#">G706A Release of Liens</a> <a href="#">GC Certifications</a> <a href="#">GC Guarantee</a> <a href="#">Malone Warranty Letter HCAC</a>
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A **MOTION** was made by Council Vice President George and seconded by Council Member Brown to **ACKNOWLEDGE** receipt of closing documents for the Hattiesburg Community Arts Center Renovation project; and **AUTHORIZE** payment of the final pay application and final acceptance of the project.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

**ROUTINE AGENDA**

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown to **APPROVE** the Routine Agenda, including the claims docket.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

1.	2026-138	Acknowledge receipt of the Two-Quote Docket. Attachments: <a href="#">March 3, 2026 Council Agenda</a>
2.	2026-134	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached. Attachments: <a href="#">Katie Dabbs - Certificate of Payment #8 - executed</a> <a href="#">LLG 3823 - Invoice #15 - 26-0216</a> <a href="#">Cardinalbama ,LLC</a>
3.	2026-41	Acknowledge no proposals were received on February 19, 2026, for Request for Proposals for Consultant Services to conduct a Historic Survey and prepare a National Register nomination for the Hattiesburg Historic District, pursuant to Miss. Code Ann. § 39-13-5(a) and authorize re-advertisement for the same. Attachments: <a href="#">RFP Re-Survey HHN NRD with survey standards</a> <a href="#">RFP- Historic SurveyNR</a>

4.	2026-141	Approve and Authorize publication of a Request for Qualifications for HVAC Contractor Services for the Community Development Block Grant (CDBG) Program.  Attachments: <a href="#">RFQ - HVAC CDBG Program 3.3.26</a>
5.	2026-155	Approve and Authorize publication of a Request for Qualifications for Plumbing Contractor Services for the Community Development Block Grant (CDBG) Program.  Attachments: <a href="#">RFQ - Plumbing Contractor Services 3.3.26</a> <a href="#">RFQ - Licensed Specialty Plumbing Contractors 3.5.26</a>
6.	2026-147	Approve plans and specifications for the Fourth Street Pathway Project, N 34th Ave to N 38th Ave (STP-7194-00(004)LPA/109376-701000) and authorize advertisement for bids contingent upon MDOT approval to advertise.  Attachments: <a href="#">109376-701000 PS&amp;E Proposal</a> <a href="#">109376-701000 PS&amp;E Plans</a>
7.	2026-148	Approve plans and specifications for the Fourth Street Pathway Project, N 38th Ave to Thornhill Dr (HPP-8750-00(004)LPA/105845-802000) and authorize advertisement for bids contingent upon MDOT approval to advertise.  Attachments: <a href="#">105845-802000 PS&amp;E Plans</a> <a href="#">105845-802000 PS&amp;E Specs</a>
8.	2026-146	Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.  Attachments: <a href="#">12230 Advertisement Street Ready Set 2026-02-18</a> <a href="#">12230 Plans Street Ready Set 2026-02-27</a> <a href="#">12230 Specs Street Ready Set 2026-02-18</a>
9.	2026-145	Approve plans and specifications for the River Avenue Pedestrian Bridge Rehabilitation project and authorize advertisement for bids.  Attachments: <a href="#">River Ave Ped Bridge Rehab PLANS</a> <a href="#">River Ave Ped Bridge Rehab SPECSANS</a> <a href="#">River Ave Ped Bridge Rehab AD</a>
10.	2026-152	Approve claims docket for the period ending February 28, 2026.  Attachments: <a href="#">DOCKET 26.0228</a> <a href="#">DT 26.0228</a>

### **Executive Session**

A MOTION was made by Council Vice President George to **ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 5:11 p.m.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

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

A MOTION was made by Council Vice President Geroge and seconded by Council Member Brown to **ENTER EXECUTIVE SESSION** at 5:12 p.m. to discuss transaction of business and discussion regarding the prospective purchase, sale or leasing of lands, pursuant to *Mississippi Code §25-41-7(4)(g)*.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

The City Attorney stepped out into the hall and announced that the Council had entered executive session to discuss transaction of business and discussion regarding the prospective purchase, sale or leasing of lands.

*Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Eric Boney, LeAnn Vance, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Attorney David Miller; Clerk of Council, Ronda Kennedy; and Deputy Clerk of Council, Lisa Luu Jolly*

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A **MOTION** was made by Council Vice President George and seconded by Council Member Vance to **ADD** to the agenda a Resolution entitled:

*“A Resolution requesting the Mississippi legislature to enact certain Local and Private Legislation allowing the City of Hattiesburg to enter into a long-term lease agreement.”*

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

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A **MOTION** was made by Council Vice President George and seconded by Council Member Brown to **ADOPT RESOLUTION NO. 2026-60** requesting the Mississippi legislature to enact certain Local and Private Legislation allowing the City of Hattiesburg to enter into a long-term lease agreement.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

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A **MOTION** was made by Council Vice President George and seconded by Council Member Vance to **EXIT** Executive Session and **RE-OPEN** the meeting to the public at 5:18 p.m.

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

**Yeas: 5 – George, Boney, Vance, Ware and Brown**

**Nays: 0**

Council President Ware called the meeting back to order in open session and reported that, during executive session, the Council discussed matters pertaining to economic development involving prospective land transactions.

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**In Memoriam:**

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

- *Mr. Robert Carrington “Bobby” Dews, Sr.*
- *Mr. Herbert H. “Buddy” Klein*
- *Mrs. Sarah Alice Doss Fowler*
- *Mrs. Michelle Heidelberg*

**Meeting Adjourn**

**THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 5:19 p.m. on this 3<sup>rd</sup> day of March 2026, by unanimous consent.**

*The next regularly scheduled meeting of the City Council will be held on Monday, March 16, 2026, at 4:00 p.m.*

**APPROVAL OF MINUTES AND CERTIFICATION**

ATTEST:

APPROVE:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Council President

ATTEST AND CERTIFY:

APPROVE:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\*\*\*\*\*

**Published Agenda**



**Monday, March 16, 2026  
4:00 PM**

**City Council  
Monday Meeting Agenda**

**Council Chambers  
200 Forrest Street**

**Call to Order**

**Agenda Adjustments - Add Routine Item #9, at the request of Administration.**

<b>R-9. 2026-224</b>	Acknowledge receipt of request filed by Mary Gail Wildman, Owner/Petitioner, to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Set a public hearing before City Council on April 6, 2026, at 4:00 pm and authorize publication of Public Notice setting an Appeal Public Hearing.
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**Agenda Review**

**Citizens' Forum**

**Meeting Recess**

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**Call to Order**

**BE IT REMEMBERED** that the Hattiesburg City Council held an **Agenda Review at 4:00 PM on March 16, 2026**, in the Council Chambers at City Hall.

*This meeting convened following the Council's adjourned scheduled regular meeting held on March 3, 2026.*

*In attendance were members of the City Council Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, 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 President Ware called the meeting to order and explained the procedures.**

**Agenda Adjustments - Add Routine Item #9, at the request of Administration.**

Council President Ware asked whether there were any adjustments to the agenda.

*The Clerk of Council responded that there were and read aloud following the agenda adjustments.*

<b>R-9. 2026-224</b>	Acknowledge receipt of request filed by Mary Gail Wildman, Owner/Petitioner, to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Set a public hearing before City Council on April 6, 2026, at 4:00 pm and authorize publication of Public Notice setting an Appeal Public Hearing.  Attachments: <a href="#">421 S 22nd Avenue-Appeal</a>
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**Agenda Review**

**Council President Ware proceeded with the Agenda Review.**

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

**Citizens' Forum**

**Council Vice President George proceeded with the Citizens' Forum.**

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

The following citizens addressed the Council:

- *Virginia Smith, 2404 W. 4th Street, Apt. B*

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

**Meeting Recess**

**Council President Ware declared the meeting recessed at 5:08 p.m. on this 16<sup>th</sup> day of March 2026, by unanimous consent, until the 17<sup>th</sup> day of March 2026.**

**APPROVAL OF MINUTES AND CERTIFICATION**

ATTEST:

APPROVE:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Council President

ATTEST AND CERTIFY:

APPROVE:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\*\*\*\*\*

**Published Agenda**



**Tuesday, March 17, 2026  
5:00 PM**

**City Council  
Tuesday Meeting Agenda**

**Council Chambers  
200 Forrest Street**

**Call to Order**

**Prayer and Pledge of Allegiance**

**Presentation Agenda**

**POLICY AGENDA**

p.	<b>1. 2026-219</b>	Adopt an Ordinance amending Ordinance 3403 previously adopted on March 3, 2026, amending the Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to expand the definition of "crusher run".
p.	<b>2. 2026-181</b>	Adopt an Ordinance rezoning a property from R-1C to A-2 for a property at 503 Perry Street (PPIN 12378, Ward 5, Forrest County). Planning Commission's recommended approval on March 4, 2026.
p.	<b>3. 2026-179</b>	Adopt an Ordinance rezoning a property from R-1C to R-3 for a property at 215 Xavier Street (PPIN 20917, Ward 4, Forrest County). The Planning Commission recommended approval on March 4, 2026.
p.	<b>4. 2026-182</b>	Adopt an Ordinance to apply zoning to recently annexed properties located along U.S. Highway 11 and Sullivan Kilrain Road, generally south of the I-59 / U.S. Highway 11 intersection, to the B-5 (Regional Business) zoning district. (Ward 5, Forrest County.) The Planning Commission recommended approval on March 4, 2026.
p.	<b>5. 2026-183</b>	Adopt an Ordinance amending Section 4 (Zoning Districts Established), Section 5 (Use Regulations and Conditions), and Section 13 (Definitions) of the Hattiesburg Land Development Code. Planning Commission's recommended approval, with changes, on March 4, 2026.
p.	<b>6. 2026-180</b>	Accept the Planning Commission's recommendation to approve a conditional use request for a "restaurant without a drive-through" for a B-2 zoned property at 1911 Edwards Street (PPIN 6392, Ward 2, Forrest County).
p.	<b>7. 2026-184</b>	Accept the Planning Commission's recommendation to approve a conditional use request to allow the property to be eligible to participate in the sidewalk fee-in-lieu program for a B-3 zoned property located at 135 Thornhill Drive (PPIN 21511, Lamar County, Ward 3).
p.	<b>8. 2026-186</b>	Accept the Board of Adjustment's recommendation to approve two variances for the maximum requirement of one-way driveway widths of 14ft to allow for two 20ft one-way driveways for a B-5 zoned property at 6354 Hwy 98 (PPIN 12138, Ward 3, Forrest County).
p.	<b>9. 2026-187</b>	Accept the Board of Adjustment's recommendation to approve a variance from the A-2 requirements for the lot size of 43,560 sq. ft to instead allow for 19,350 sqft at a R-1C zoned property at 503 Perry Street (PPIN 12378, Ward 5, Forrest County).
p.	<b>10. 2026-162</b>	Adopt a Resolution acknowledging and adopting the Services and Facilities Plan for annexation areas.
p.	<b>11. 2026-191</b>	Adopt a Resolution setting Public Hearing on Monday, April 20th, 2026 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.	<b>12. 2026-151</b>	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.	<b>13. 2026-189</b>	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.
p.	<b>14. 2026-216</b>	Adopt the March 17th, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026, and adopt Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance.
p.	<b>15. 2026-218</b>	Adopt a Resolution declaring one (1) utility trailer utilized by the Hattiesburg Fire Department as surplus property and authorize its donation to the Forrest County Fire Services.
p.	<b>16. 2026-221</b>	Adopt a Resolution authorizing the City of Hattiesburg to submit a grant for funding for the 2026 Recreation Trails Program (RTP) and authorize the Mayor to execute any and all documents related to the grant application.

p.	<b>17. 2026-214</b>	Adopt a Resolution accepting a certain right-of-way dedication for public street purposes within the boundaries of the City of Hattiesburg.
p.	<b>18. 2026-159</b>	Approve Engagement Letter with Jackson, Tullos and Rogers, PLLC for legal services related to the acquisition of property for the Sullivan Drive Bridge Replacement – SABP – 18(22) and authorize the Mayor to execute the same.
p.	<b>19. 2026-160</b>	Approve Engagement Letter with Jackson, Tullos and Rogers, PLLC for legal services related to the acquisition of property required for the Elks Lake Road Bridge Replacement – SABP – 18(02) and authorize the Mayor to execute the same.
p.	<b>20. 2026-158</b>	Approve Final Acceptance to Walters Construction Company, Inc., in connection with State Aid -Hwy 49 Project No. DECD-0018(35)BO and authorize the Mayor to execute the same.
p.	<b>21. 2026-217</b>	Approve a Renewal Agreement between the City of Hattiesburg and UKG (Kronos) for the workforce employee timekeeping software for a period beginning June 16, 2026, and ending June 15, 2027, and authorize the Mayor to execute the same.
p.	<b>22. 2026-164</b>	Approve Contractor and Owner agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate.
p.	<b>23. 2026-220</b>	Approve a Subgrant Agreement between the Mississippi State Department of Health and the City of Hattiesburg for Municipal Domestic Violence Court and authorize the Mayor to execute the same.
p.	<b>24. 2026-223</b>	Designate the Swingin’ the Stars and Stripes event, to be held March 27, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.

**ROUTINE AGENDA**

p.	<b>1. 2026-161</b>	Ratify Timber Deed to New South Logging, LLC, for timber sale at Bobby Chain Airport approved February 17, 2026, (Item # 2026-115).
p.	<b>2. 2026-214</b>	Acknowledge receipt of the monthly budget report for the month ending February 28, 2026.
p.	<b>3. 2026-190</b>	Acknowledge receipt of an Order of Disposition of Seized Property from the 12th Circuit Court Narcotics Enforcement Team forfeiting a 2013 Chevrolet Malibu (VIN#1G11C5SA9DF213040) to the Hattiesburg Police Department and authorize the vehicle to be added to the inventory of the Hattiesburg Police Department.
p.	<b>4. 2026-192</b>	Acknowledge receipt of an Order of Disposition of Seized Property from the Twelfth Circuit Court District Attorney’s Narcotics Enforcement Team forfeiting one (1) Mercury Grand Marquis (VIN: 2MEFM74W11X620007) and \$617.00. The vehicle is forfeited to the Hattiesburg Police Department and authorize the vehicle to be added to the department’s inventory. The seized funds will be distributed as follows: \$493.60 to the Hattiesburg Police Department and \$123.40 to the Forrest/Perry County District Attorney’s Office.
p.	<b>5. 2026-203</b>	Acknowledge updates to the Land Development Code, Ord. No. 3209, as amended, incorporating all amendments into a single pdf file to be used for official reference to the Land Development Code for the City of Hattiesburg.
p.	<b>6. 2026-213</b>	Acknowledge the final version of the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the submission to the U. S. Department of Housing and Urban Development (HUD).
p.	<b>7. 2026-163</b>	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
p.	<b>8. 2026-215</b>	Approve claims docket for the period ending March 13, 2026.
p.	<b>9. 2026-224</b>	Acknowledge receipt of request filed by Mary Gail Wildman, Owner/Petitioner, to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Set a public hearing before City Council on April 6, 2026, at 4:00 pm and authorize publication of Public Notice setting an Appeal Public Hearing.

**In Memoriam:**

- Mrs. Margaret Ann “Peggy” McCarthy
- Mr. Mark Wayne Necaise
- Ms. Ann Schultze
- Mr. Fred Charles Fielder, Jr.
- Mrs. Nancy Lou Liberman Ratliff

**Meeting Adjourn**

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## **Call to Order**

**BE IT REMEMBERED** that the Hattiesburg City Council held a **regular meeting at 5:00 PM on March 17, 2026**, in the **Council Chambers at City Hall**, *this being the reconvened session of the recessed meeting held on March 16, 2026.*

*In attendance were members of the City Council Jeffrey George, Ward 1 (via teleconference); Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5 (via teleconference).*

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

## **Prayer and Pledge of Allegiance**

The prayer was given by *Officer David Matos.*

The Pledge of Allegiance was led by *City Clerk, Kermas Eaton.*

## **Presentation Agenda**

The PRESENTATION AGENDA came before the Council.

*There were no presentations at this time.*

## **Confirmation of the Agenda**

**THE MATTER OF THE AGENDA ORDER** was before the Council.

Council President Ware asked whether there were any adjustments to the agenda.

*The Clerk of Council responded that there were none.*

A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **APPROVE** Agenda as presented.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

## **POLCY AGENDA**

**THE POLICY AGENDA** was then considered.

<b>1.</b>	<b>2026-219</b> [ORD #3405]	Adopt an Ordinance amending Ordinance 3403 previously adopted on March 3, 2026, amending the Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to expand the definition of "crusher run".  Attachments: <u>Ordinance amending Ordinance No. 3403 expanding crusher run definition</u>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **ADOPT ORDINANCE NO. 3405**, amending Ordinance No. 3403, previously adopted on March 3, 2026, and amending the Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to expand the definition of "crusher run".

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>2.</b>	<b>2026-181</b> [ORD #3406]	Adopt an Ordinance rezoning a property from R-1C to A-2 for a property at 503 Perry Street (PPIN 12378, Ward 5, Forrest County). Planning Commission's recommended approval on March 4, 2026.
		<u>Attachments:</u> <u>Item D Staff Report- 503 Perry Street- Rezoning</u> <u>503 Perry Street- Application</u> <u>503 Perry Street-Mobile Home-01-29-26-PRE APP NOTES</u> <u>Minutes- March 2026- HPC</u> <u>503 Perry Street- Rezoning Ordinance - ZONING CHANGE</u>

A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ADOPT ORDINANCE NO. 3406**, rezoning a property from R-1C to A-2 for a property at 503 Perry Street (PPIN 12378).

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>3.</b>	<b>2026-179</b> [ORD #3407]	Adopt an Ordinance rezoning a property from R-1C to R-3 for a property at 215 Xavier Street (PPIN 20917, Ward 4, Forrest County). The Planning Commission recommended approval on March 4, 2026.
		<u>Attachments:</u> <u>Item A Staff Report- 215 Xavier Street- Rezoning</u> <u>215 Xavier Street- Application</u> <u>215 Xavier Street-Variance Request-12-18-25-PRE APP NOTES</u> <u>Minutes- March 2026- HPC</u> <u>215 Xavier Street-Ordinance ZONING CHANGE</u>

A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **ADOPT ORDINANCE NO. 3407**, rezoning a property from R-1C to R-3 for a property at 215 Xavier Street (PPIN 20917).

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>4.</b>	<b>2026-182</b> [ORD #3408]	Adopt an Ordinance to apply zoning to recently annexed properties located along U.S. Highway 11 and Sullivan Kilrain Road, generally south of the I-59 / U.S. Highway 11 intersection, to the B-5 (Regional Business) zoning district. (Ward 5, Forrest County.) The Planning Commission recommended approval on March 4, 2026.
		<u>Attachments:</u> <u>Item E Staff Report- Annexed Properties South</u> <u>Minutes- March 2026- HPC</u> <u>Ord -ZONING FOR ANNEXED PROPERTIES-SULLIVAN KILRAIN &amp; HWY 11</u>

A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **ADOPT ORDINANCE NO. 3408**, to apply zoning to recently annexed properties located along U.S. Highway 11 and Sullivan Kilrain Road, generally south of the I-59 / U.S. Highway 11 intersection, to the B-5 zoning district.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

5.	<b>2026-183</b> [ORD #3409]	Adopt an Ordinance amending Section 4 (Zoning Districts Established), Section 5 (Use Regulations and Conditions), and Section 13 (Definitions) of the Hattiesburg Land Development Code. Planning Commission's recommended approval, with changes, on March 4, 2026.  Attachments: <a href="#">Item F Staff Report-ADU Regulations and Broadway Updates-Text Amendments</a> <a href="#">Minutes- March 2026- HPC</a> <a href="#">Ordinance - LDC Amendments ADU and CC</a>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **ADOPT ORDINANCE NO. 3409**, amending Section 4, Section 5, and Section 13 of the Hattiesburg Land Development Code.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

6.	<b>2026-180</b>	Accept the Planning Commission's recommendation to approve a conditional use request for a “restaurant without a drive-through” for a B-2 zoned property at 1911 Edwards Street (PPIN 6392, Ward 2, Forrest County).  Attachments: <a href="#">Item B Staff Report- 1911 Edwards Street- Conditional Use Request</a> <a href="#">1911 Edward St.-Application</a> <a href="#">1911 Edward Street- Pre App Notes</a> <a href="#">Minutes- March 2026- HPC</a>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ACCEPT the Planning Commission's recommendation to APPROVE** a conditional use request for a “restaurant without a drive-through” for a B-2 zoned property at 1911 Edwards Street (PPIN 6392).

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

7.	<b>2026-184</b>	Accept the Planning Commission's recommendation to approve a conditional use request to allow the property to be eligible to participate in the sidewalk fee-in-lieu program for a B-3 zoned property located at 135 Thornhill Drive (PPIN 21511, Lamar County, Ward 3).  Attachments: <a href="#">Item E Staff Report- 135 Thornhill Drive- Conditional Use</a> <a href="#">135 Thornhill Drive-Application Packet</a> <a href="#">Minutes- March 2026- HPC</a>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **ACCEPT the Planning Commission's recommendation to APPROVE** a conditional use request to allow the property to be eligible to participate in the sidewalk fee-in-lieu program for a B-3 zoned property located at 135 Thornhill Drive (PPIN 21511).

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

8.	<b>2026-186</b>	Accept the Board of Adjustment's recommendation to approve two variances for the maximum requirement of one-way driveway widths of 14ft to allow for two 20ft one-way driveways for a B-5 zoned property at 6354 Hwy 98 (PPIN 12138, Ward 3, Forrest County).  Attachments: <a href="#">Item A Staff Report- Discount Tire</a>
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[Discount Tire-Application](#)  
[Adjacent Property Owner Support](#)  
[Adjacent Property Owner Support 2](#)  
[Minutes- March 2026- BOA](#)

A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **ACCEPT** the Board of Adjustment's recommendation to **APPROVE** (2) two variances to allow (2) two 20-foot one-way driveways for a B-5 zoned property at 6354 Hwy 98 (PPIN 12138).

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

9.	2026-187	Accept the Board of Adjustment's recommendation to approve a variance from the A-2 requirements for the lot size of 43,560 sq ft to instead allow for 19,350 sq ft at a R-1C zoned property at 503 Perry Street (PPIN 12378, Ward 5, Forrest County).  Attachments: <a href="#">Item C Staff Report- 503 Perry Street</a> <a href="#">503 Perry Street- Application</a> <a href="#">503 Perry Street-Mobile Home-01-29-26-PRE APP NOTES</a> <a href="#">Minutes- March 2026- BOA</a>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ACCEPT** the Board of Adjustment's recommendation to **APPROVE** a variance to allow 19,350 sq ft for an R-1C zoned property at 503 Perry Street (PPIN 12378).

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

10.	2026-162 [RES #2026-61]	Adopt a Resolution acknowledging and adopting the Services and Facilities Plan for annexation areas.  Attachments: <a href="#">Resolution adopting 031726 S&amp;F Plan</a> <a href="#">S&amp;F Plan 030626 (to be adopted)</a>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ADOPT RESOLUTION NO. 2026-61**, acknowledging and adopting the Services and Facilities Plan for annexation areas.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

11.	2026-191 [RES #2026-62]	Adopt a Resolution setting Public Hearing on Monday, April 20th, 2026 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 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.  Attachments: <a href="#">Request to Set Public Hearing – CE 03 17 2026</a> <a href="#">Set 03 17 2026 - Resolution for Group 04 20 2026</a>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ADOPT RESOLUTION NO. 2026-62**, setting Public Hearing on Monday, April 20th, 2026 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 unanimously with the following vote:**

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>12.</b>	<b>2026-151</b> [RES #2026-63-65]	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 03 17 2026</u> <u>1. 623 Milton Barnes Ave - Adjudication Resolution</u> <u>2. 911 Arledge St - Adjudication Resolution</u> <u>3. 1311 Vernon St - Adjudication Resolution</u>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ADOPT RESOLUTIONS NO. 2026-63 through 2026-65**, 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>Resolution #</u>	<u>Owner:</u>	<u>Address:</u>	<u>PPIN:</u>
[#2026-63]	Justin Powell	623 Milton Barnes Avenue	12939
[#2026-64]	M R Merrell	911 Arledge Street	13120
[#2024-65]	Top Realty Estates & Management	1311 Vernon Street	13704

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>13.</b>	<b>2026-189</b>	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.  <u>Attachments:</u> <u>Release of Lien Memo 03 17 2026</u> <u>1. 104 Comanche Dr - Release of Lien</u> <u>2. 114 St Joseph St - Release of Lien</u> <u>3. 3509 Hardy St - Release of Lien</u> <u>4. 4960 Hardy St - Release of Lien</u>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **APPROVE** Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo;

**and AUTHORIZE** the Mayor to execute and record the same.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>14.</b>	<b>2026-216</b> [RES #2026-66]	Adopt the March 17th, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026 and adopt Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance.  <u>Attachments:</u> <u>Resolution approving budget amendments MARCH 17 2026</u> <u>March 17 2026 Budget Amendment Packet</u>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **Adopt the March 17, 2026 Amendments to the budget** for the City of Hattiesburg for fiscal year ending September 30, 2026 and **ADOPT RESOLUTION NO. 2026-66**, authorizing publication for funds in excess of 10% of the originally appropriated fund balance.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>15.</b>	<b>2026-218</b> [RES #2026-67]	Adopt a Resolution declaring one (1) utility trailer utilized by the Hattiesburg Fire Department as surplus property and authorize its donation to the Forrest County Fire Services.  <u>Attachments:</u> <u>surplus-scrap Forrest County Donation</u> <u>Carr Email-Photos</u>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ADOPT RESOLUTION NO. 2026-67**, declaring one (1) utility trailer utilized by the Hattiesburg Fire Department as surplus property;

**and AUTHORIZE** its donation to the Forrest County Fire Services.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>16.</b>	<b>2026-221</b> [RES #2026-68]	Adopt a Resolution authorizing the City of Hattiesburg to submit a grant for funding for the 2026 Recreation Trails Program (RTP) and authorize the Mayor to execute any and all documents related to the grant application.  <u>Attachments:</u> <u>Resolution-LWCF Recreation Trails Program 3.17.26</u>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **ADOPT RESOLUTION NO. 2026-68**, authorizing the City of Hattiesburg to submit a grant for funding for the 2026 Recreation Trails Program (RTP);

**and AUTHORIZE** the Mayor to execute any and all documents related to the grant application.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>17.</b>	<b>2026-214</b> [RES #2026-69]	Adopt a Resolution accepting a certain right-of-way dedication for public street purposes within the boundaries of the City of Hattiesburg.  <u>Attachments:</u> <u>Hood Deed of Dedication not executed</u> <u>2026.03.10 Hood Street Acceptance Letter</u> <u>RESOLUTION Street Acceptance from Hood 2026.03.11</u>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **ADOPT RESOLUTION NO. 2026-69**, accepting a certain right-of-way dedication for public street purposes within the boundaries of the City of Hattiesburg.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>18.</b>	<b>2026-159</b>	Approve Engagement Letter with Jackson, Tullos and Rogers, PLLC for legal services related to the acquisition of property for the Sullivan Drive Bridge Replacement – SABP – 18(22) and authorize the Mayor to execute the same. <u>Attachments:</u> <u>Engagement Letter - Sullivan Drive</u>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **APPROVE** Engagement Letter with Jackson, Tullos and Rogers, PLLC for legal services related to the acquisition of property for the Sullivan Drive Bridge Replacement – SABP – 18 (22);

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), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>19.</b>	<b>2026-160</b>	Approve Engagement Letter with Jackson, Tullos and Rogers, PLLC for legal services related to the acquisition of property required for the Elks Lake Road Bridge Replacement – SABP – 18(02) and authorize the Mayor to execute the same. <u>Attachments:</u> <u>Engagement Letter - Elks Lake Road</u>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **APPROVE** Engagement Letter with Jackson, Tullos and Rogers, PLLC for legal services related to the acquisition of property required for the Elks Lake Road Bridge Replacement – SABP – 18(02);

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), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<b>20.</b>	<b>2026-158</b>	Approve Final Acceptance to Walters Construction Company, Inc., in connection with State Aid -Hwy 49 Project No. DECD-0018(35)BO and authorize the Mayor to execute the same. <u>Attachments:</u> <u>DECD-0018(35)BO City of Hattiesburg Acceptance signature pending</u> <u>Final Acceptance of State Aid Hwy 49 Project No. DECD-0018(35)BO - Walters Con</u>
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A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **APPROVE** Final Acceptance to Walters Construction Company, Inc., in connection with State Aid -Hwy 49 Project No. DECD-0018 (35) BO;

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), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

21.	2026-217	Approve a Renewal Agreement between the City of Hattiesburg and UKG (Kronos) for the workforce employee timekeeping software for a period beginning June 16, 2026, and ending June 15, 2027, and authorize the Mayor to execute the same.  Attachments: <a href="#">City of Hattiesburg_6110151_1191274_Renewal_R16-FEB-26</a>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **APPROVE** a Renewal Agreement between the City of Hattiesburg and UKG (Kronos) for the workforce employee timekeeping software for a period beginning June 16, 2026, and ending June 15, 2027, 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), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

22.	2026-164	Approve Contractor and Owner agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate.  Attachments: <a href="#">3103 Jamestown Grant Agreement Packet</a>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **APPROVE** Contractor and Owner agreements according to the Emergency Roof Repair Initiative Manual; and **AUTHORIZE** the Mayor to execute in duplicate.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

23.	2026-220	Approve a Subgrant Agreement between the Mississippi State Department of Health and the City of Hattiesburg for Municipal Domestic Violence Court and authorize the Mayor to execute the same.  Attachments: <a href="#">City-of-Hattiesburg-Municipal-DV-Court Subgrant Agreement between MS State Department of Health and the City of Hattiesburg for municipal domestic violence court</a>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **APPROVE** a Subgrant Agreement between the Mississippi State Department of Health and the City of Hattiesburg for Municipal Domestic Violence Court; 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), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

24.	2026-223	Designate the Swingin’ the Stars and Stripes event, to be held March 27, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.  Attachments: <a href="#">SwingintheStarsandStripes</a>
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A **MOTION** was made by Council Member Vance and seconded by Council Member Boney

to **DESIGNATE** the Swingin’ the Stars and Stripes event, to be held March 27, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

**ROUTINE AGENDA**

**THE ROUTINE AGENDA** came before the Council.

A **MOTION** was made by Council Member Boney and seconded by Council Member Vance to **APPROVE** the Routine Agenda, including the claims docket.

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

**Yeas: 5 – George (via teleconference), Boney, Vance, Ware and Brown (via teleconference)**

**Nays: 0**

<p><b>1. 2026-161</b></p>	<p>Ratify Timber Deed to New South Logging, LLC, for timber sale at Bobby Chain Airport approved February 17, 2026, (Item # 2026-115).</p> <p><u>Attachments:</u>    <u>3018_001</u>  <u>Cover Sheet - 2026-03-05T090158.108</u>  <u>Bid Tabulation</u></p>
<p><b>2. 2026-214</b></p>	<p>Acknowledge receipt of the monthly budget report for the month ending February 28, 2026.</p> <p><u>Attachments:</u>    <u>EXP REPORT 0226</u>  <u>REV REPORT 0226</u></p>
<p><b>3. 2026-190</b></p>	<p>Acknowledge receipt of an Order of Disposition of Seized Property from the 12th Circuit Court Narcotics Enforcement Team forfeiting a 2013 Chevrolet Malibu (VIN#1G11C5SA9DF213040) to the Hattiesburg Police Department and authorize the vehicle to be added to the inventory of the Hattiesburg Police Department.</p> <p><u>Attachments:</u>    <u>Memo from Chief</u>  <u>Order of Disposition - Vehicle</u></p>
<p><b>4. 2026-192</b></p>	<p>Acknowledge receipt of an Order of Disposition of Seized Property from the Twelfth Circuit Court District Attorney’s Narcotics Enforcement Team forfeiting one (1) Mercury Grand Marquis (VIN: 2MEFM74W11X620007) and \$617.00. The vehicle is forfeited to the Hattiesburg Police Department and authorize the vehicle to be added to the department’s inventory. The seized funds will be distributed as follows: \$493.60 to the Hattiesburg Police Department and \$123.40 to the Forrest/Perry County District Attorney’s Office.</p> <p><u>Attachments:</u>    <u>Memo from Chief</u>  <u>Order for Disposition of Seized Property &amp; Currency</u></p>
<p><b>5. 2026-203</b></p>	<p>Acknowledge updates to the Land Development Code, Ord. No. 3209, as amended, incorporating all amendments into a single pdf file to be used for official reference to the Land Development Code for the City of Hattiesburg.</p> <p><u>Attachments:</u>    <u>Land Development Code 3.17.26 Update</u></p>
<p><b>6. 2026-213</b></p>	<p>Acknowledge the final version of the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the submission to the U. S. Department of Housing and Urban Development (HUD).</p> <p><u>Attachments:</u>    <u>PY’25 CAPER</u></p>
<p><b>7. 2026-163</b></p>	<p>Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.</p> <p><u>Attachments:</u>    <u>Bonner Invoice - Radon Retest 3103 Jamestown</u>  <u>Knockout Inspections Invoice - Lead Test 908 W. 5th Street</u></p>

8. 2026-215	Approve claims docket for the period ending March 13, 2026. <u>Attachments:</u> <u>DOCKET 26.0313</u> <u>DT_26.0313</u>
9. 2026-224	Acknowledge receipt of request filed by Mary Gail Wildman, Owner/Petitioner, to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Set a public hearing before City Council on April 6, 2026, at 4:00 pm and authorize publication of Public Notice setting an Appeal Public Hearing. <u>Attachments:</u> <u>421 S 22nd Avenue-Appeal</u>

**In Memoriam:**

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

- *Mrs. Margaret Ann "Peggy" McCarthy*
- *Mr. Mark Wayne Necaise*
- *Ms. Ann Schultze*
- *Mr. Fred Charles Fielder, Jr.*
- *Mrs. Nancy Lou Liberman Ratliff*
- *Mr. Ronnie Rozier*

**Meeting Adjourn**

**THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 5:19 p.m. on this 17<sup>th</sup> day of March 2026, by unanimous consent.**

*The next regularly scheduled meeting of the City Council will be held on Monday, April 6, 2026, at 4:00 p.m.*

**APPROVAL OF MINUTES AND CERTIFICATION**

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, April 7, 2026  
**Re:** Accept the Hattiesburg Historic Conservation Commission's decision to deny a request by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Mary Gail Wildman, Owner/Petitioner, appealed the decision on March 12, 2026.  
File Number: 2026-228  
Minute Book #

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## Summary

Accept the Hattiesburg Historic Conservation Commission's decision to deny a request by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Mary Gail Wildman, Owner/Petitioner, appealed the decision on March 12, 2026.

## Recommendation Statement

The Historic Conservation Commission voted to deny the request on March 11, 2026.

Please place this on the April 7, 2026 City Council meeting for consideration.

**Hattiesburg Historic Conservation Commission**

**Application Data Sheet—Item 4**

Historic District: Parkhaven

Address: 421 S 22nd Ave.

Construction Date: c1948

**BRIEF SCOPE OF WORK:**

- Replace shingle roof covering with metal panels



421 S 22nd Ave.




Adjacent Properties





State of Mississippi  
Department of Archives and History  
P.O. Box 571  
Jackson, MS 39205

# HISTORIC RESOURCES INVENTORY

a. Property name, historic b. Property name, other		10. County <p style="text-align: center;">FORREST</p>	
2. Property address/descriptive location 421 S 22 <sup>nd</sup> Ave Hattiesburg, MS 39401		11. City or Town <input type="checkbox"/> Vicinity of <p style="text-align: center;">HATTIESBURG</p>	
3. Legal description (and acreage, if required – see instructions) <p style="text-align: center;">PPIN 016731</p>		12. Owner's name and address Wildman Mary Gail 421 S 22 <sup>nd</sup> Ave Hattiesburg, MS 39401	
4. Former/historic use <p style="text-align: center;">Residence</p>		13. Was interior surveyed? <p style="text-align: center;">No</p>	
5. Present Use <p style="text-align: center;">Residence</p>		14. Survey seq. no	
6. Architect <input type="checkbox"/> documented <input type="checkbox"/> attributed		15. USGS quadrangle map	
7. Builder/contractor <input type="checkbox"/> documented <input type="checkbox"/> attributed		16. UTM reference (if required-see instructions)	
8. Brief description <p>One story, wood frame Minimal Traditional clad in asbestos siding on a raised foundation, oriented parallel to the street. Multiple side gable roof of 3-tab composition shingles. Off center raised panel metal door opens on partial width raised concrete porch under reduced pitch extension of front gable supported on single corner wood post, has concrete steps and iron railing leading to curved concrete walk to sidewalk. Five 6/6 vinyl double hung windows. One wood frame fixed picture window to right of door. Corner lot.</p>		17. Date of construction <p style="text-align: center;">1948</p> <input checked="" type="checkbox"/> estimated <input type="checkbox"/> documented	
9. Outbuildings or secondary elements (if significant, use separate form) Wood frame flat metal roof carport and storage with wood lap siding, one 6/6 wood double hung window is located at left rear of property. Gravel drive to Adeline Street. Heavily treed lot, one each—Water Oak, Tulip Poplar, Southern Magnolia, Red Maple, two Sweetgum, and four Longleaf Pine.		18. Integrity <input type="checkbox"/> very intact <input type="checkbox"/> deteriorated <input checked="" type="checkbox"/> some changes <input type="checkbox"/> ruins <input type="checkbox"/> extensive changes <input type="checkbox"/> no visible remains	
Attach photograph here		19. Dates of changes, if any <input type="checkbox"/> moved <input type="checkbox"/> enlarged/ altered <input type="checkbox"/> artificial siding <input checked="" type="checkbox"/> replaced windows/doors      Vinyl windows, Metal door <input type="checkbox"/> enclosed/altered porch <input type="checkbox"/> storefront alterations	
		20. Architectural character or style <p style="text-align: center;">Minimal Traditional</p>	

**THIS SECTION FOR MDAH USE ONLY**

21. Registration status  
 NHL  
 listed NR  
 in NR district  
 Mississippi landmark  
 local landmark/local district

22. If located in historic district  
 a. Name of district \_\_\_\_\_

b. Rating  
 contributing  
 previously listed  
 noncontributing

c. District element number: \_\_\_\_\_

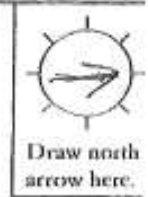
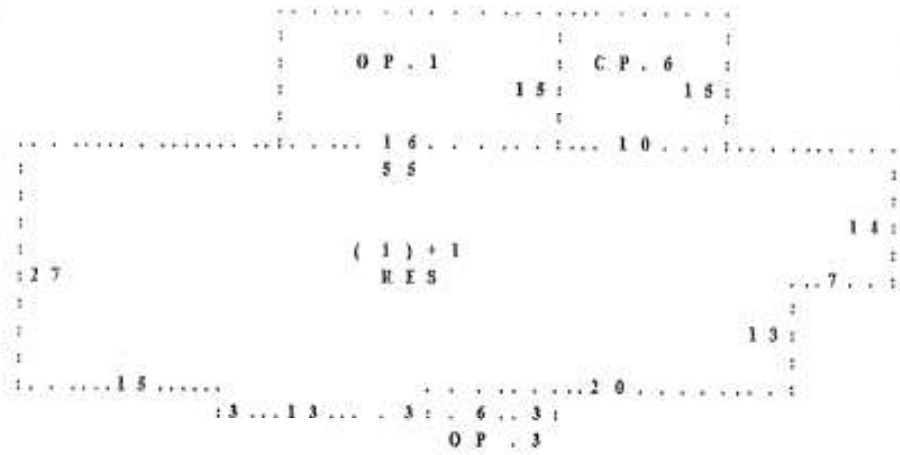
MDAH Inventory Code \_\_\_\_\_

<p>23. Historical information</p> <p>Contributing Resource</p>	<p>27. Photographer or photo source</p> <p>Mark A. Ely</p> <hr/> <p>28. Photo roll and frame number (s)</p> <p>22,420 100_5673.jpg</p> <hr/> <p>29. Photo date</p> <p>19 October 2007</p> <hr/> <p>30. Inventory form completed by (name and organization)</p> <p>Russell N. Bearden Parkhaven Neighborhood Association</p>
<p>24. Additional remarks or continuation of other sections</p>	<p>31. Survey project name</p> <p>2008 Parkhaven Survey</p> <hr/> <p>32. Date form completed</p> <p>10 March 2009</p>
<p>25. Sources of information</p> <p>Forrest County Tax Assessor's Records</p>	<p><b>THIS SECTION FOR MDAH USE ONLY</b></p> <p>33. Evaluation of National Register eligibility</p> <p>a. <input type="checkbox"/> already listed (see front of form)  <input type="checkbox"/> appears individually eligible  <input type="checkbox"/> potentially eligible if resized  <input type="checkbox"/> would contribute to district  <input type="checkbox"/> does not appear eligible  <input type="checkbox"/> insufficient information</p> <p>b. Evaluated by/Date</p>

26. Sketch of building plan or site plan. (Show outline of building)

( 3 ) + 1  
U T I L  
2 0 X 1 0

( 2 ) + 1  
P C  
2 0 X 1 2



Current view of roof with metal panels installed





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Sharon Waits  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Adopt a Resolution directing the settlement of the case styled City of Hattiesburg v. ARC-1, LLC, Special Court of Eminent Domain, Forrest County, Mississippi, No. CO-23-1209.  
File Number: 2026-243  
Minute Book #

---

## Summary

Resolution directing the settlement of the case styled City of Hattiesburg v. ARC-1, LLC, Special Court of Eminent Domain, Forrest County, Mississippi, No. CO-23-1209.

## Recommendation Statement

I recommend that the resolution be adopted.

Please place this on the April 7, 2026 City Council meeting for consideration.

**IN THE SPECIAL COURT OF EMINENT DOMAIN  
FORREST COUNTY, MISSISSIPPI**

**CITY OF HATTIESBURG, MISSISSIPPI,  
A MUNICIPAL CORPORATION**

**PLAINTIFF**

**VERSUS**

**CIVIL ACTION NO. CO-23-1209**

**ARC-1, LLC, A MISSISSIPPI LIMITED  
LIABILITY COMPANY**

**DEFENDANT**

**AGREED JUDGMENT**

THIS DAY this cause came on for hearing on the Joint Motion of the City of Hattiesburg, Mississippi (“the City”), Plaintiff, and ARC-1, LLC (“ARC”), Defendant, for Entry of an Agreed Judgment, and the Court, having considered the Motion does find as follows:

1.

In this eminent domain case, the City filed its Complaint to Condemn on October 4, 2023, to acquire certain property for the construction of sidewalks and drainage facilities, said property being described in Exhibit “A,” attached hereto and incorporated herein. Process was had on the Defendant, and the Court has jurisdiction over the parties and the subject matter.

2.

On October 19, 2023, the Court appointed Greg Wheeler as an appraiser pursuant to *Miss. Code Ann.* § 11-27-83 to appraise the subject property and report to the Court his opinion as to (1) the fair market value of the property as of the date of the filing of the Complaint; (2) the damages, if any, to the remainder if less than the whole is taken; and (3) the highest and best use of the property. The said Greg Wheeler filed his report with the Clerk of this Court on November 2, 2023, showing a total fair market value of the property as of the date of the filing of the Complaint

to be \$64,000.00. There were no damages to the remainder since this involved a total taking of the property, and the highest and best use, both before and after the taking, according to Mr. Wheeler's report to the Court, was commercial.

3.

On November 13, 2023, the Court entered an Order Granting Plaintiff the Right of Immediate Title and Possession, provided that the Plaintiff first deposit with the Clerk of this Court an amount equal to or greater than the amount of compensation and damages as determined by the Court-appointed appraiser, and the City deposited \$64,000.00 with the Clerk of this Court on November 29, 2023.

4.

Counsel for the Defendant, Hon. Jeff Hall, has advised the City Attorney that his client, ARC-1, LLC, is will accept the sum of \$64,000.00 as just compensation for the taking of the subject property by the Plaintiff.

IT IS, THEREFORE, ORDERED as follows:

1. The Agreement of the parties that just compensation for the subject property is \$64,000.00 is approved.

2. The Clerk of this Court is directed to disburse to the Defendant, through his attorney, Hon. Jeffrey L. Hall, the sum of \$64,000.00, together with interest, if applicable, on deposit with the Clerk of this Court that was deposited by the City on November 29, 2023.

3. Title to the subject property is hereby confirmed in the City of Hattiesburg, Mississippi.

SO ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

---

JUDGE, SPECIAL COURT OF EMINENT DOMAIN

AGREED TO AND APPROVED:

---

Moran M. Pope, III, Counsel for the City of Hattiesburg



---

Jeffrey L. Hall, Counsel for ARC-1, LLC

**IN THE SPECIAL COURT OF EMINENT DOMAIN  
FORREST COUNTY, MISSISSIPPI**

**CITY OF HATTIESBURG, MISSISSIPPI,  
A MUNICIPAL CORPORATION**

**PLAINTIFF**

**VERSUS**

**CIVIL ACTION NO. CO-23-1209**

**ARC-1, LLC, A MISSISSIPPI LIMITED  
LIABILITY COMPANY**

**DEFENDANT**

**AGREED JUDGMENT**

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to be \$64,000.00. There were no damages to the remainder since this involved a total taking of the property, and the highest and best use, both before and after the taking, according to Mr. Wheeler's report to the Court, was commercial.

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3. Title to the subject property is hereby confirmed in the City of Hattiesburg, Mississippi.

SO ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

---

JUDGE, SPECIAL COURT OF EMINENT DOMAIN

AGREED TO AND APPROVED:

---

Moran M. Pope, III, Counsel for the City of Hattiesburg

---

Jeffrey L. Hall, Counsel for ARC-1, LLC

**Exhibit "A"**

**Lots 99 and 100 in Block 167 of the D. H. McInnis First Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof in the office of the Chancery Clerk of Forrest County, Mississippi.**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Marybeth Bergin, Director of Transportation and Engineering  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to 2027 SRLF-Katie-John-Dabbs, Hattiesburg High PH II and East Jerusalem PH I and III Projects and authorize the Mayor to execute in duplicate.  
**File Number: 2026-234**  
**Minute Book #**

---

## Summary

Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to 2027 SRLF-Katie-John-Dabbs, Hattiesburg High PH II and East Jerusalem PH I and III Projects and authorize the Mayor to execute in duplicate.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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(202) 347-7474  
[www.acec.org](http://www.acec.org)

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 7, 2026 (“Effective Date”) between  
the City of Hattiesburg (“Owner”) and  
Shows, Dearman and Waits, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2027 SRLF- Katie John Dabbs, Hattiesburg High PH II and East Jerusalem PH I and III (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: See **Exhibit A**  
Project limits are shown on Map 1 in **Appendix A**

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer’s services;
  - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

## 6.06 Suspension and Termination

- A. *Suspension:*
  1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
  1. For cause,
    - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. by Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven-day notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED

- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **The City of Hattiesburg**

Engineer: **Shows, Dearman and Waits, Inc.**

By:

By:



Print name: **Toby Barker**

Print name: **Shea McNease, P.E.**

Title: Mayor

Title: President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

**E-004**

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

**Marybeth Bergin, P.E.**

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: mbergin@hattiesburgms.com

Designated Representative (Paragraph 8.03.A):

**Shea E. McNease, P.E.**

Title: President

Phone Number: 601-544-1821

E-Mail Address: shea@sd-w.com

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 7, 2026.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Facilities Plan –*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
2. Prepare a facilities plan in accordance with Mississippi Department of Environmental Quality guidelines for the SRLF program, as needed.
3. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

6. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

#### A1.02 *Preliminary Design Phase*

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
  1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:  
N/A
  10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
  1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Perform or provide the following other Final Design Phase tasks or deliverables:  
N/A
  10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

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**Exhibit A – Engineer's Services**

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assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - 4. Consult with Owner as to the qualifications of prospective contractors.
  - 5. Consult with Owner as to the qualifications of subcontractor's, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
  4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work,

supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
  25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### **A2.01 *Additional Services Requiring Owner's Written Authorization***

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
  1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 7, 2026.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated April 7, 2026.

**Payments to Engineer for Services and Reimbursable Expenses**  
**Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment**

U. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$1,137,200** based on the following estimated distribution of compensation:

a. Planning/Application Phase	\$113,700.00
b. Preliminary Design Phase	\$615,200.00
c. Final Design Phase	\$255,900.00
d. Bidding and Negotiating Phase	\$152,400.00
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None.
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- V. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

### **Resident Project Representative – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

#### **C2.02 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment**

- A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of **\$796,100.00**. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
  2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses: **None**.
  3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a **600** day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

### **Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

#### **C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*

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Exhibit C – Compensation Packet AS-1: Additional Services –  
Standard Hourly Rates Method of Payment.

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Page 2

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

## Standard Hourly Rates Schedule - 2026

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$215/Hour
Senior Engineer	\$185/Hour
Project Engineer	\$170/Hour
Professional Licensed Surveyor	\$155/Hour
Senior Design Technician	\$155/Hour
Junior Engineer	\$150/Hour
Engineering Intern	\$125/Hour
Graduate Engineer	\$115/Hour
Senior AutoCad Technician	\$120/Hour
AutoCad Technician	\$105/Hour
Gis Technician	\$105/Hour
Chief Resident Project Representative	\$ 125/Hour
Senior Resident Project Representative	\$ 115/Hour
Resident Project Representative	\$ 95/Hour
Field Crew	\$195/Hour
Administrative	\$ 60/Hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 7, 2026.

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## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
  
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
  
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 7, 2026.

## **Insurance**

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### **G6.05 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- |  |             |
|--|-------------|
| a. Workers' Compensation:  | Statutory   |
| b. Employer's Liability --   |             |
| 1) Bodily injury, each accident:   | \$100,000   |
| 2) Bodily injury by disease, each employee:  | \$100,000   |
| 3) Bodily injury/disease, aggregate:   | \$500,000   |
| c. General Liability --  |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$1,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| d. Excess or Umbrella Liability --   |             |
| 1) Per Occurrence:   | \$2,000,000 |
| 2) General Aggregate:  |             |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |             |
|  | \$1,000,000 |
| f. Professional Liability --   |             |
| 1) Each Claim Made   | \$1,000,000 |
| 2) Annual Aggregate  | \$1,000,000 |
| g. Other (specify):  | N/A         |

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**Exhibit G – Insurance.**

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Shows, Dearman and Waits, Inc.  
Engineer
- b. N/A  
Engineer's Consultant
- c. N/A  
Engineer's Consultant
- d. N/A  
[other]

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 7, 2026.

## **Limitations of Liability**

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

This is **ATTACHMENT A**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 7, 2026

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**MDEQ SRLF Additional Requirements**

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1. The name and number of the professional engineer who will bear the primary responsibility for the professional engineering work on this project is Lamar Rutland P.E. with license number 21271.
2. The Loan Recipient and its vendors acknowledge and agree that the Mississippi Department of Environmental Quality (Department) is not a party, in any way whatsoever, to the contract between the Loan Recipient and its vendors. The Loan Recipient and its vendors acknowledge and agree that the role of the Department is strictly that of a lender, that the vendors are not and are not intended to be considered a third-party beneficiary under any agreement between the Department and the Loan Recipient. Additionally, the Loan Recipient and its vendors acknowledge and agree that any action taken by the Department in its role as regulator, shall not in any way change or alter its position as that of a lender.
3. The Department is not a party to any of the Loan Recipient's contracts and will not review, comment, approve, or discuss the merits of any contract claims presented by or to any party. Any Department reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the Loan Recipient and the vendor or any other parties.
4. The Department and its representatives shall be granted access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of WPCRLF funds.

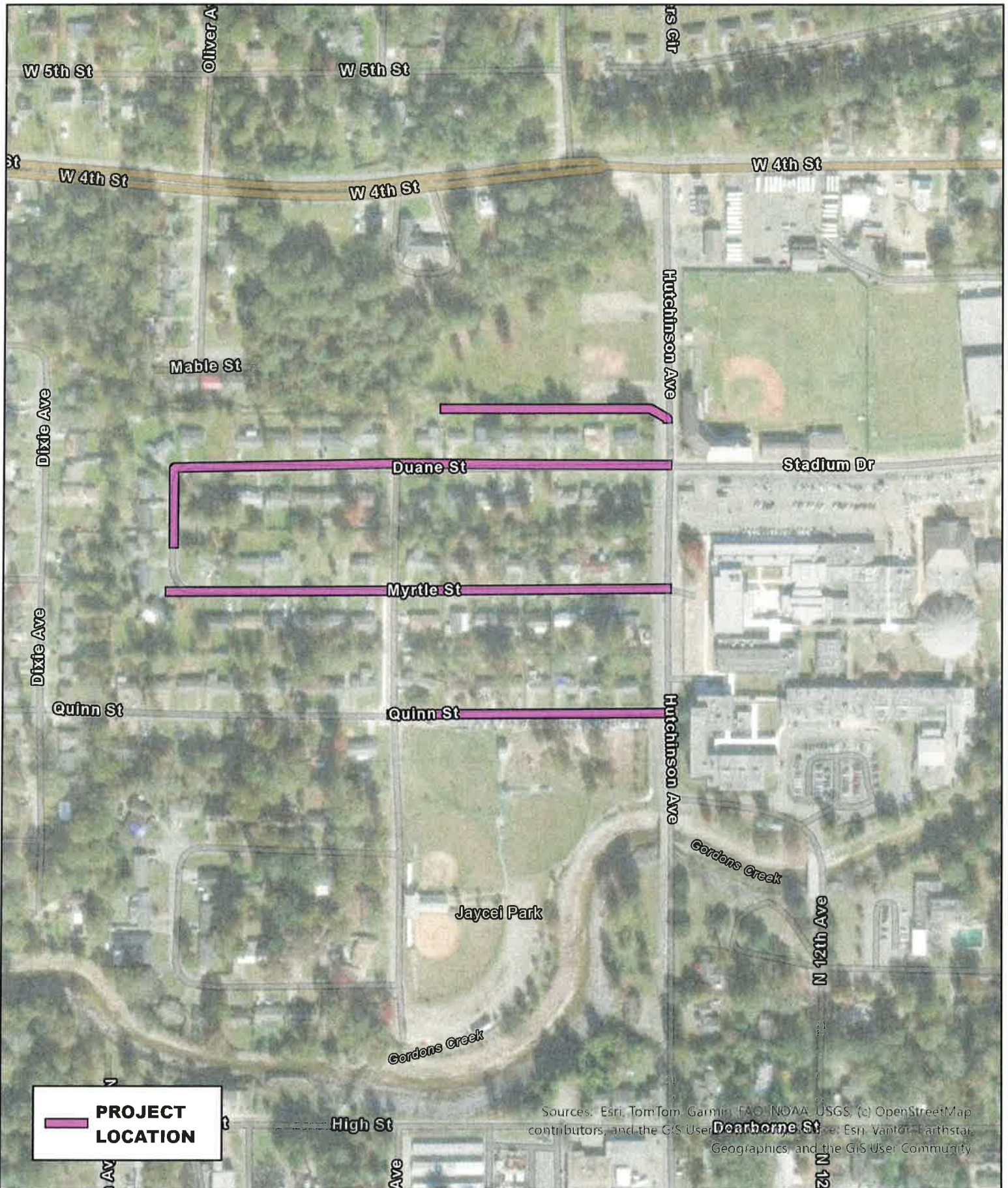
# CITY OF HATTIESBURG, MS

## APPENDIX A - HATTIESBURG HIGH SEWER REHABILITATION PHASE II

DATE: 03-10-2026  
PROJECT # 12260

SCALE: 1" = 300'

0 150 300 600 LF



**OPINION OF PROBABLE COSTS**

Proj. No.: 12238

Date: December 5, 2025

**Hattiesburg High Area Sewer Rehabilitation Phase II**

**Duane, Lurty, Myrtle and Quinn St**

Item	Description	Unit	Quantity	Unit Price	Extension
<b>Sewer Pipe Items</b>					
1	8" SDR 26 PVC Sewer Pipe	LF	3,400	\$445.00	\$1,513,000.00
<b>Project Subtotal: \$1,513,000.00</b>					
<b>Contingencies: \$151,300.00</b>					
<b>Project Total \$1,664,300.00</b>					
<b>Planning \$16,643.00</b>					
<b>Engineering \$149,787.00</b>					
<b>Construction E&amp;I \$116,501.00</b>					
<b>Project Total: \$1,947,231.00</b>					

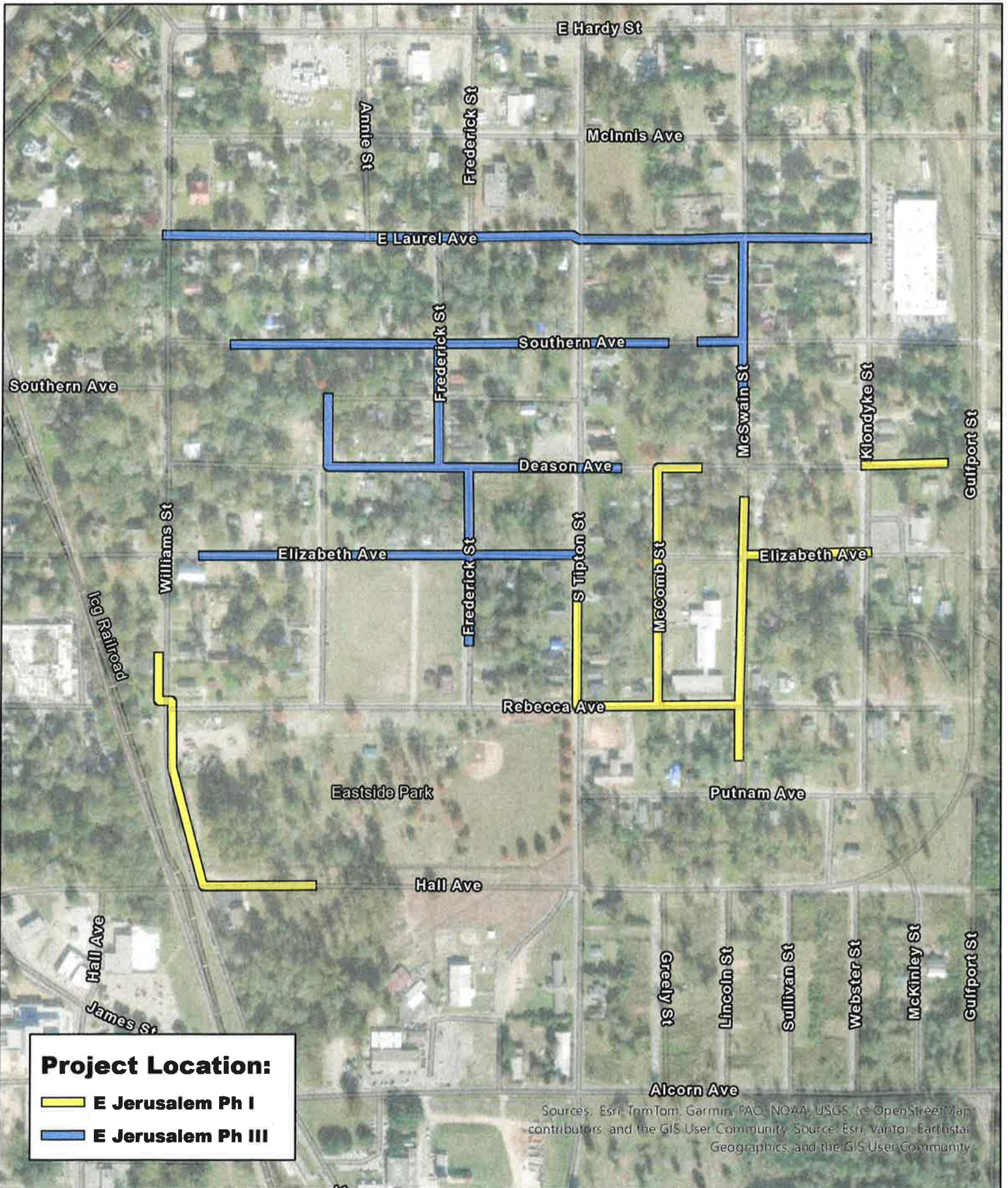
# CITY OF HATTIESBURG, MS

## APPENDIX A - EAST JERUSALEM SEWER PH I & III

DATE: 03-10-2026  
PROJECT # 12260

SCALE: 1" = 400'

0 200 400 800 LF



**OPINION OF PROBABLE COSTS**

Proj. No.: 12260

Date: December 5, 2025

**East Jerusalem PH I Sewer Rehabilitation**

Item	Description	Unit	Quantity	Unit Price	Extension
<b>East Jerusalem Sewer Rehabilitation PH I</b>					
1	6" SDR 26 PVC Sewer Pipe	LF	990	\$440.00	\$435,600.00
2	8" SDR 26 PVC Sewer Pipe	LF	2,950	\$455.00	\$1,342,250.00
	12" SDR 26 PVC Sewer Pipe	LF	350	\$455.00	\$159,250.00
<b>Project Subtotal:</b>					<b>\$1,937,100.00</b>
<b>Contingencies:</b>					<b>\$193,710.00</b>
<b>Project Total</b>					<b>\$2,130,810.00</b>
<b>Planning</b>					<b>\$21,308.10</b>
<b>Engineering</b>					<b>\$191,772.90</b>
<b>Construction E&amp;I</b>					<b>\$149,156.70</b>
<b>Project Total:</b>					<b>\$2,493,047.70</b>

**OPINION OF PROBABLE COSTS**

Proj. No.: 12260

Date: December 5, 2025

**East Jerusalem Sewer Rehabilitation**

Item	Description	Unit	Quantity	Unit Price	Extension
<b>East Jerusalem Sewer Rehabilitation PH III</b>					
	6" SDR 26 PVC Sewer Pipe	LF	150	\$440.00	\$66,000.00
	8" SDR 26 PVC Sewer Pipe	LF	5,200	\$455.00	\$2,366,000.00
	12" SDR 26 PVC Sewer Pipe	LF	450	\$455.00	\$204,750.00
	21" SDR 26 PVC Sewer Pipe	LF	1,850	\$495.00	\$915,750.00
				<b>Project Subtotal:</b>	<b>\$3,552,500.00</b>
				<b>Contingencies:</b>	<b>\$355,250.00</b>
				<b>Project Total</b>	<b>\$3,907,750.00</b>
				<b>Planning</b>	<b>\$39,077.50</b>
				<b>Engineering</b>	<b>\$351,697.50</b>
				<b>Construction E&amp;I</b>	<b>\$273,542.50</b>
				<b>Project Total:</b>	<b>\$4,572,067.50</b>

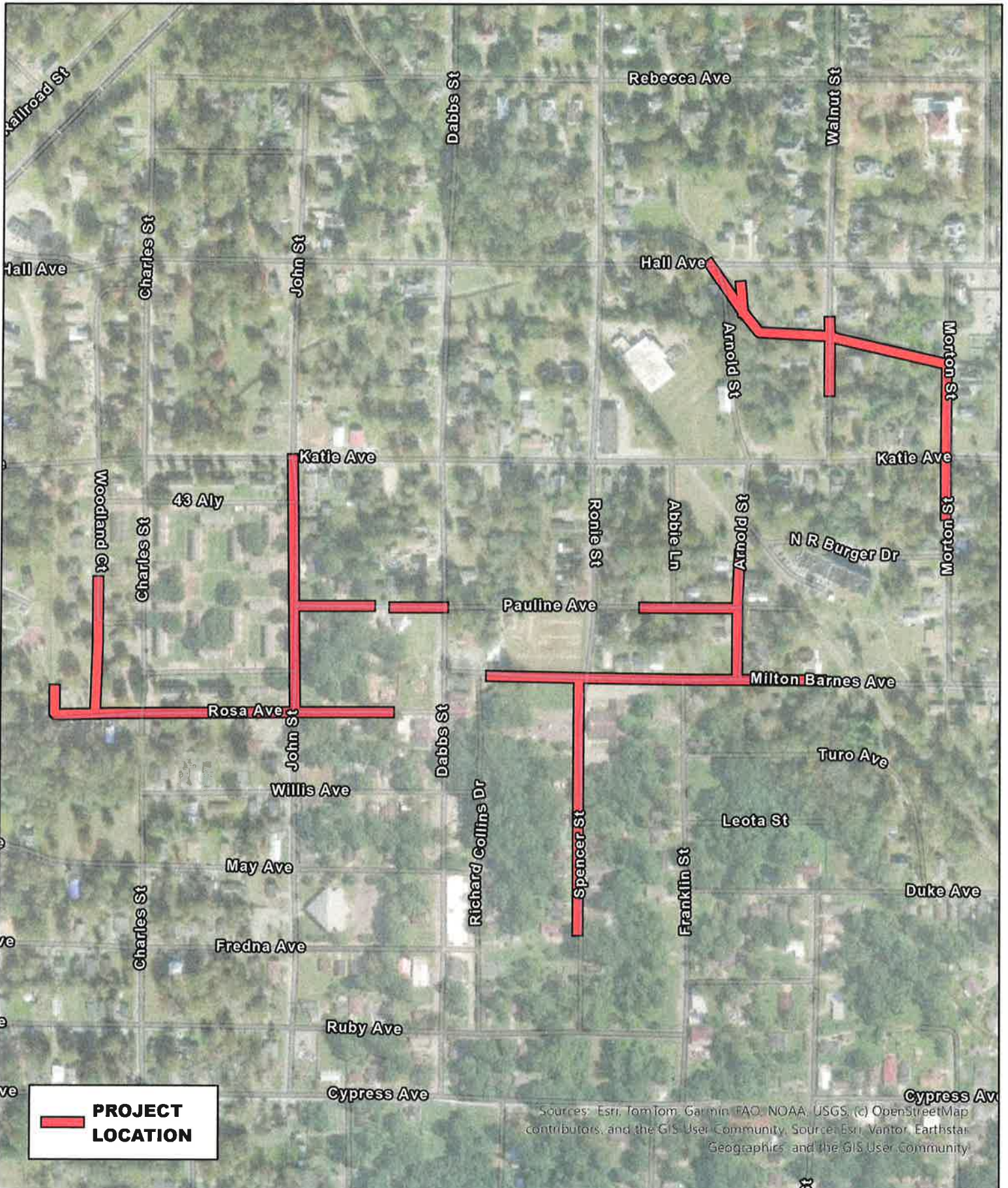
# CITY OF HATTIESBURG, MS

## APPENDIX A - KATIE, JOHN, DABBS SEWER REHABILITATION PROJECT

DATE: 03-10-2026  
PROJECT # 12260

SCALE: 1" = 400'

0 200 400 800 LF





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Marybeth Bergin, Director of Transportation and Engineering  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Tipton St Phase I Lighting Project and authorize the Mayor to execute in duplicate.  
File Number: 2026-238  
Minute Book #

---

## Summary

Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Tipton St Phase I Lighting Project and authorize the Mayor to execute in duplicate.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



### **SPECIAL NOTE ON USE OF THIS FORM**

This abbreviated Agreement form (“Short Form”) is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 4/7/2026 (“Effective Date”) between the City of Hattiesburg (“Owner”) and **Shows, Dearman and Waits, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Tipton Street Lighting Project** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: **the design of construction plans, specifications and resident project representation for the lighting of Tipton Street from Hall Avenue to River Avenue.** (“Services”). *See Project Map as Attachment A.*

---

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount of **\$48,000.00**.
  - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and
  - 3. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.


#### 8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Hattiesburg

Engineer: Shows, Dearman and Waits, Inc.

By: \_\_\_\_\_  
Print name: Toby Barker  
Title: Mayor  
Date Signed: 4/7/2026

By:   
Print name: Shea E. McWease, P.E.  
Title: President  
Date Signed: 4/7/2026

Engineer License or Firm's Certificate No. (if required):  
E-4  
State of: MS

Address for Owner's receipt of notices:  
P.O. Box 1898  
Hattiesburg, MS 39401

Address for Engineer's receipt of notices:  
301 Second Avenue  
Hattiesburg, MS 39401

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 4/7/2026.

## **Engineer's Standard Hourly Rates - 2026**

---

### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

### *B. Schedule of Hourly Rates:*

<b>Senior Engineer</b>	<b>\$195/Hour</b>
<b>Professional Land Surveyor</b>	<b>\$195/Hour</b>
<b>Project Engineer</b>	<b>\$150/Hour</b>
<b>Junior Engineer</b>	<b>\$135/Hour</b>
<b>Engineering Intern</b>	<b>\$125/Hour</b>
<b>Graduate Engineer</b>	<b>\$115/Hour</b>
<b>Senior AutoCad Technician</b>	<b>\$115/Hour</b>
<b>AutoCad Technician</b>	<b>\$ 95/Hour</b>
<b>Senior Resident Project Representative</b>	<b>\$ 105/Hour</b>
<b>Resident Project Representative</b>	<b>\$ 95/Hour</b>
<b>Field Crew</b>	<b>\$195/Hour</b>
<b>Administrative</b>	<b>\$ 45/Hour</b>

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**Appendix 1, Standard Hourly Rates Schedule.**

**EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.  
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and American Society of Civil Engineers. All rights reserved.**

# CITY OF HATTIESBURG

## Tipton Street Lighting Project - ATTACHMENT A

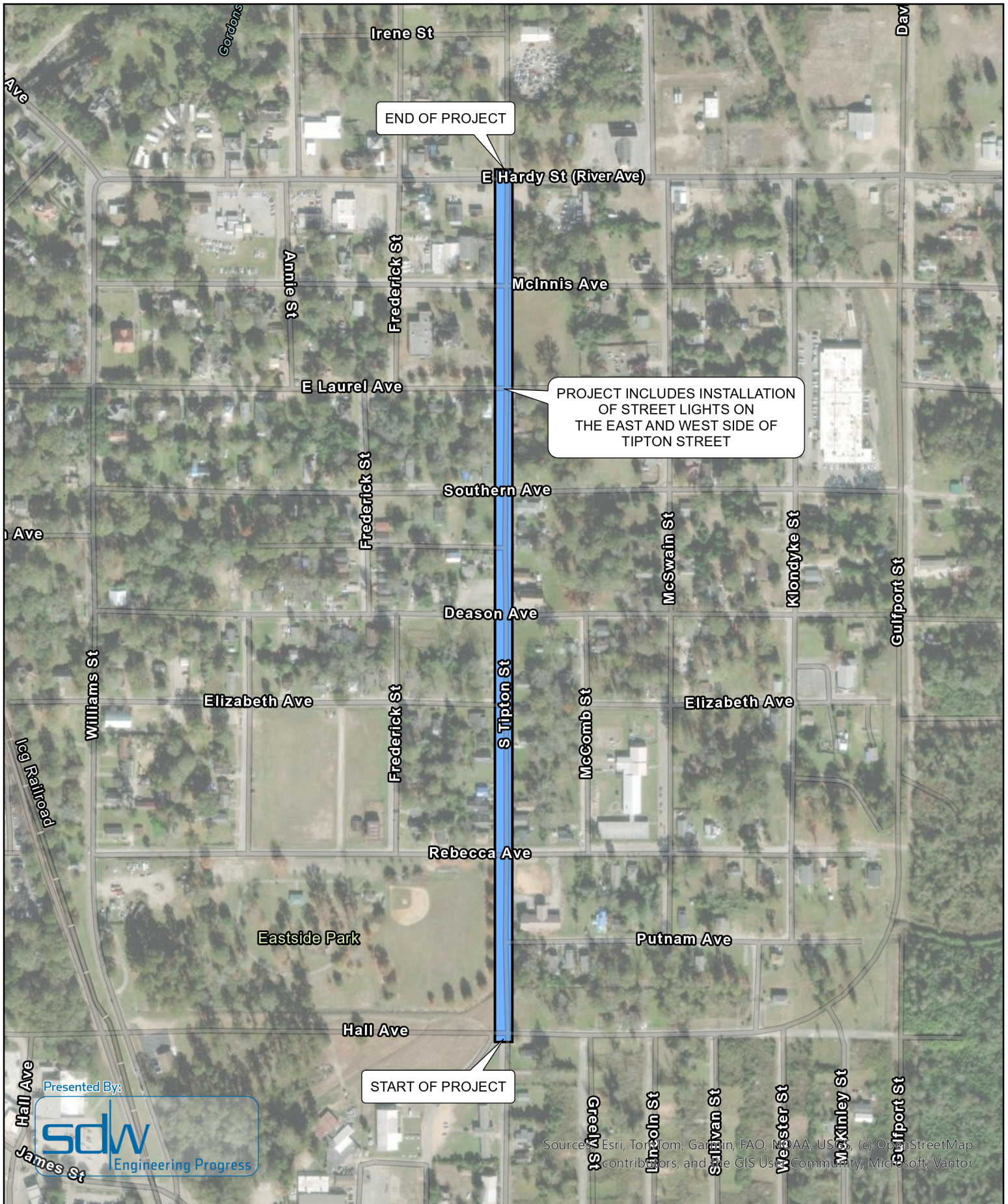
PROJECT #  
12256

DATE: 03-26-2026

SCALE: 1" = 400'

0 200 400

800 Feet



END OF PROJECT

PROJECT INCLUDES INSTALLATION OF STREET LIGHTS ON THE EAST AND WEST SIDE OF TIPTON STREET

START OF PROJECT

Presented By:



Engineering Progress

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones  
**cc:** Ann Jones  
**Date:** Tuesday, April 7, 2026  
**Re:** Approve Professional Services Agreement between the City of Hattiesburg and Doleac Electric to provide generator maintenance for City generators and authorize the Mayor to execute the same.  
File Number: 2026-239  
Minute Book #

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## Summary

Approve Professional Services Agreement between the City of Hattiesburg and Doleac Electric to provide generator maintenance for City generators and authorize the Mayor to execute the same.

## Recommendation Statement

I recommend this item for approval.

Please place this on the April 7, 2026 City Council meeting for consideration.



## doleac electric company, inc.

January 30, 2026

City of Hattiesburg Mississippi  
200 Forrest St.  
Hattiesburg, MS

Attention: Ann Jones  
Chief Administrative Officer

RE: City of Hattiesburg  
Generator Maintenance

Doleac Electric Company, Inc. is pleased to offer the following proposal for the above listed project. Please note this work is to be performed on the City owned Generators. Please see Attachment A for a list of City owned Generators that are included in this proposal.

**Annual Generator Maintenance** to include the following scope of work:

1. Acknowledgement of all unit information (i.e. KW size, model and serial numbers)
2. Lube, oil and filter change once per year
3. Fuel filter change once per year
4. Clean or replace air filters once per year
5. Coolant level check and top off once per year
6. Inspect belts once per year (note any wear with pricing to replace)
7. Inspect block heater for proper function
8. Inspect air intakes and exhaust (note any deficiencies)
9. Drain exhaust condensation if needed
10. Inspect muffler (note and deficiencies)
11. Check battery charger for proper output voltage (note deficiencies)
12. Inspect batteries and fluid level
13. Perform emergency system check without load transfer (if allowed provide full transfer)
14. Check generator outputs (i.e. voltage, frequency adjust as needed)
15. Confirm transfer switch operations and accessories
16. Inspect and check alternator output
17. Inspect all gauges on the unit (note any deficiencies)
18. Test emergency shut down on unit
19. Check fuel levels at unit (note any lower fuel issues)
20. Visually inspect fuel lines
21. Provide a field report and report all deficiencies

**Total Proposed Price for Annual Generator Maintenance: \$69,500.00**

**Additional Charge for Semi-annual (second trip)** to include the following scope of work:

1. Return trip
2. Check fluid levels and top off if needed
3. Check unit manually start
4. Check output on unit (i.e. voltage, frequency adjust if needed)
5. Check battery charging system (note deficiencies)
6. Visually inspect transfer switch

1120 finlo drive • p. o. box 1936 • hattiesburg, ms 39403 • (601) 544-2052 • fax (601) 582-4121  
12503 dedeaux road • gulfport, ms 39503 • (228) 831-9777 • fax (228) 831-4003

Page 2  
City of Hattiesburg, MS  
Generator Maintenance Proposal  
January 30, 2026

7. Check alarm logs (note alarms)
8. Provide a field report of any deficiencies

**Total Additional Fee for Semi -Annual Generator Maintenance: \$24,900.00**

**Please Note the Following Exclusions:**

1. Making any repairs to units (field reports will show deficiencies and cost to repair).
2. More than one fluid and filter change per year, (unless semi-annual option is accepted).

**Itemized / Unit Pricing for Service and Emergency Call Out Rates:**

Service and emergency call outs for units shall be billed as listed below:

1. Normal operation hours call outs (7am-3:30pm) \$135.00 per hour 2 hour minimum.
2. After hours call outs and weekends \$202.50 per hour 2 hour minimum.
3. Service Truck \$130.00 per day.

Thank you for the opportunity to work with you on this project.

Submitted by:  
DOLEAC ELECTRIC COMPANY, INC.  
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO. 3826



Mark Doleac  
Doleac Electric Company, Inc.

Encl: Attachment A

**Accepted By:**

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**The Honorable Toby Barker  
Mayor City of Hattiesburg**

**ATTACHEMENT "A" – GENERATORS**

Onan 200 KW	USM Tank and well Hillcrest	DSHAC-5767975	F060936065
ONAN 200 KW	USM WELL 4TH STREET	DSHAC-5767973	F060936064
ONAN 150 KW	USM STADIUM	DSHAA-5767988	F060936057
ONAN 200 KW	C.E ROY COMMUNITY CENTER	DSHAC-5767985	F060936053 * Unit Not in Service
ONAN 200 KW	JACKIE DOYLE SHERILL FIRE STATION #1	DHSAC-5767984 125REZG	F060936052 2263543
ONAN 125 KW	FIRE STATION #1		
ONAN 35 KW	FIRE STATION #2	GGFD-5767985	F060936055 *Unit Not In Service
ONAN 35 KW	FIRE STATION #3	GGFD-5768050	F060936408
ONAN 45 KW	FIRE STATION #4	GGFE-5767987	F060936054
ONAN 35 KW	FIRE STATION #5	GGFD-5768140	F060937217
ONAN 70 KW	FIRE STATION #6	GGHH-5779575	F060990702
ONAN 64 KW	FIRE STATION #7	N70FPG4	LM642121
KOHLER 100KW	FIRE STATION #8	100RZG	2008167
ONAN 60 KW	FIRE STATION #9	C60 N6	I200814801
ONAN 100 KW	FIRE TRAINING ACADEMY	GGHH-5872342	G070079011
ONAN 150 KW	BEN MCNAIR REC CENTER	QSHA-5768197	F060936404
ONAN 80 KW	JERVIS MIMS STATION	80DGDA	F060938751
ONAN 80 KW	RICBURG TANK	80DGDA	F060939467
ONAN 60 KW	W.U.BILL SIGLER CENTER	GGHE-5767958	F060936056
ONAN 125 KW	INDUSTRIAL TANKE BOOSTER STATION	DGDK-5768280	F060939951
ONAN 125 KW	GREEN HUT STATION	DGDK-5768278	F060939950
ONAN 125 KW	TURTLE CREEK CROSSING STATION	DGDK-5768277	F060939949
ONAN 60 KW	WATER BILLING DEPARTMENT	GGHE-5768147	F060983714
ONAN 60 KW	CITY ENGINEERING OFFICE	GGHE-5768146	F060938713
ONAN 230 KW	WP#2 WELL #5	DGFS-5768668	F060943072
ONAN 40 KW	MAMMOTH SPRINGS STATION	DGBC-5768677	G060943077
ONAN 40 KW	PINE TREE STATION	DGBC-5768676	G060943076
ONAN 40 KW	TURTLE CREEK STATION	DGCA-5768675	G060943075
ONAN 150 KW	USA YEAST STATION	DFGA	G060943073
ONAN 150 KW	CITY HALL	DFGA-5768674	G060943074
ONAN 250 KW	EAST LAUREL PUMPING STATION	DODAA-5768372	H060956343
ONAN 40 KW	40 KW PORTABLE	DGBC-5768687	G060943082
ONAN 60 KW	60 KW PORTABLE	DGCB-5768579	G060943081
KOHLER	WESLEY TANK AND WELL	400REOZOD	2339547
ONAN 1500 KW	WATER PLANT #1	DFGA-5769657	K060988691
ONAN 750 KW	WATER PLANT #2	DFGA-5768636	J060984004
TALYOR 200 KW	HWY 98	TD200	25438
TAYLOR 200 KW	LINCOLN ROAD	D5200M2	20157

ONAN 125kw	SOUTH LAGOON	DSGAB-1626671	G160976886
KOHLER 20 KW	BURKETT		
	MAINTENANCE		
TAYLOR 60 KW	CONSTRUCTION	TG60	24630
TAYLOR 350 KW	PUBLIC WORKS	TD 350	22835
TAYLOR 80 KW	PUBLIC WORKS	TD80C321P	23544
	PORTABLE		
TAYLOR 80 KW	SANITATION	80ROX1	600190
TAYLOR 125 KW	AIRPORT HANGER#3	TG125	22896
CUMMINGS	SLS 63RD STREET	DGHDB-1337370	I130564176
ONAN CUMMING	SLS RAILROAD AVE.	DGCA-5768681	G0G0943078
CUMMING ONAN	SLS NORTH LOGOON	DQDAA-5768838	H060956338
KOHLER 250 KW	Health Department	250REOZV	GM24720-GA3/2008832
CUMMINGS/ONAN	WTP#2 OFFICE	DGCB-5768693	G0G0943079
TAYLOR 350 KW	MAINTENANCE	TD350	22835
	FACILITY		
TAYLOR 500 KW	YMCA	TD 500	22836
TAYLOR 100 KW	ZOO	TD100	22834
GENERAC	HIGHLAND CEMETARY	QT3542ANAH	4874284
GENERAC 350 KW	TRAIN DEPOT	3001267823	
TAYLOR 150 KW	CHAIN AIRPORT	TM 150	20878
	(portable unit)		
Taylor	Gordon Creek Lift	TM175	27738
	Station		
Cummins	Public Safety Complex	1500 DQGAB-2040298	K200840226



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Approve Change Order #1 with MitchCo Construction Inc. for the Fire Station #2 project with a contract increase of \$2,085.00 and authorize the mayor to execute same.  
File Number: 2026-241  
Minute Book #

---

## Summary

Approve Change Order #1 with MitchCo Construction Inc. for the Fire Station #2 project with a contract increase of \$2,085.00 and authorize the mayor to execute same.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

# AIA Document G701<sup>®</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Hattiesburg Fire Station #2 at Edwards Street Edwards Street and Tuscan Avenue Hattiesburg, MS 39401	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 02-06-2025	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: 03-24-2026
<b>OWNER:</b> <i>(Name and address)</i> The City of Hattiesburg, MS 200 Forrest Street Hattiesburg, MS 39401	<b>ARCHITECT:</b> <i>(Name and address)</i> Williams & Associates, PA 250 Beauvoir Road Biloxi, MS, MS 39531	<b>CONTRACTOR:</b> <i>(Name and address)</i> MitchCo Construction Inc. 22 Keystone Drive, Suite D Hattiesburg, MS 39402

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

**THIS CHANGE INVOLVES 1 (ONE) CONTRACTOR CHANGE PROPOSAL.**

The contractor shall provide angle supports welded to the structural frame for HVAC unit support. 4x4x1/4" angles shall be used to support the HVAC unit per sketch provided on March 10, 2026. The scope of this work will include all necessary labor, material, equipment and all general conditions for the total sum of \$2,085.00. This sum will be deducted from the Contingency Allowance of \$20,000 and leave a remaining balance of \$17,915.00.

labor \$ 990.00  
 Material/Equipment \$ 785.00  
 General Conditions \$ 310.00

The original Contract Sum was	\$ 3,629,900.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,629,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,085.00
The new Contract Sum including this Change Order will be	\$ 3,631,985.00

The Contract Time will be increased by One (1) days.  
 The new date of Substantial Completion will be 09-20-2026

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

 _____ <b>ARCHITECT</b> <i>(Signature)</i>  BY: Mark B. Williams _____ <i>(Printed name, title, and license number if required)</i>  3/26/2026 _____ <i>Date</i>	 _____ <b>CONTRACTOR</b> <i>(Signature)</i>  BY: Chad Mitchell _____ <i>(Printed name and title)</i>  3/26/26 _____ <i>Date</i>	_____ <b>OWNER</b> <i>(Signature)</i>  BY: Mayor Toby Barker _____ <i>(Printed name and title)</i>  _____ <i>Date</i>
--	---	---



3/12/2026

City of Hattiesburg Fire Station #2  
Hattiesburg, MS 39402

**Attn: Mark Williams**

**Re: Curb Supports for HVAC**

Ed,

Per on site meeting we are providing the following change to provide angle supports welded, 4x4x1/4" per sketch provided on March 10, 2026.

Labor	\$ 990.00
Material/Equipment	\$ 785.00
Labor Burden	\$ 310.00

**TOTAL CREDIT** **\$2,085.00**

- Price is based upon using contingency amounts.
- Request one (1) additional day to contract time.

If this work is desired, please issue the appropriate documents as soon as possible so that the work can be incorporated into our schedule without delay or additional cost.

Quotation is subject to review in fifteen days.

Sincerely,  
**MITCHCO CONSTRUCTION, INC.**  
Chad Mitchell



**SIMPKINS &  
OSTELLI, INC.**

Consulting Engineers

Structural - Civil

Office: 228-864-6289  
Fax: 228-864-2897  
P.O. Box 6235  
401 32 1/2 Street  
Gulfport, MS 39506  
e-mail: Michael@Simpkins-Costelli.com

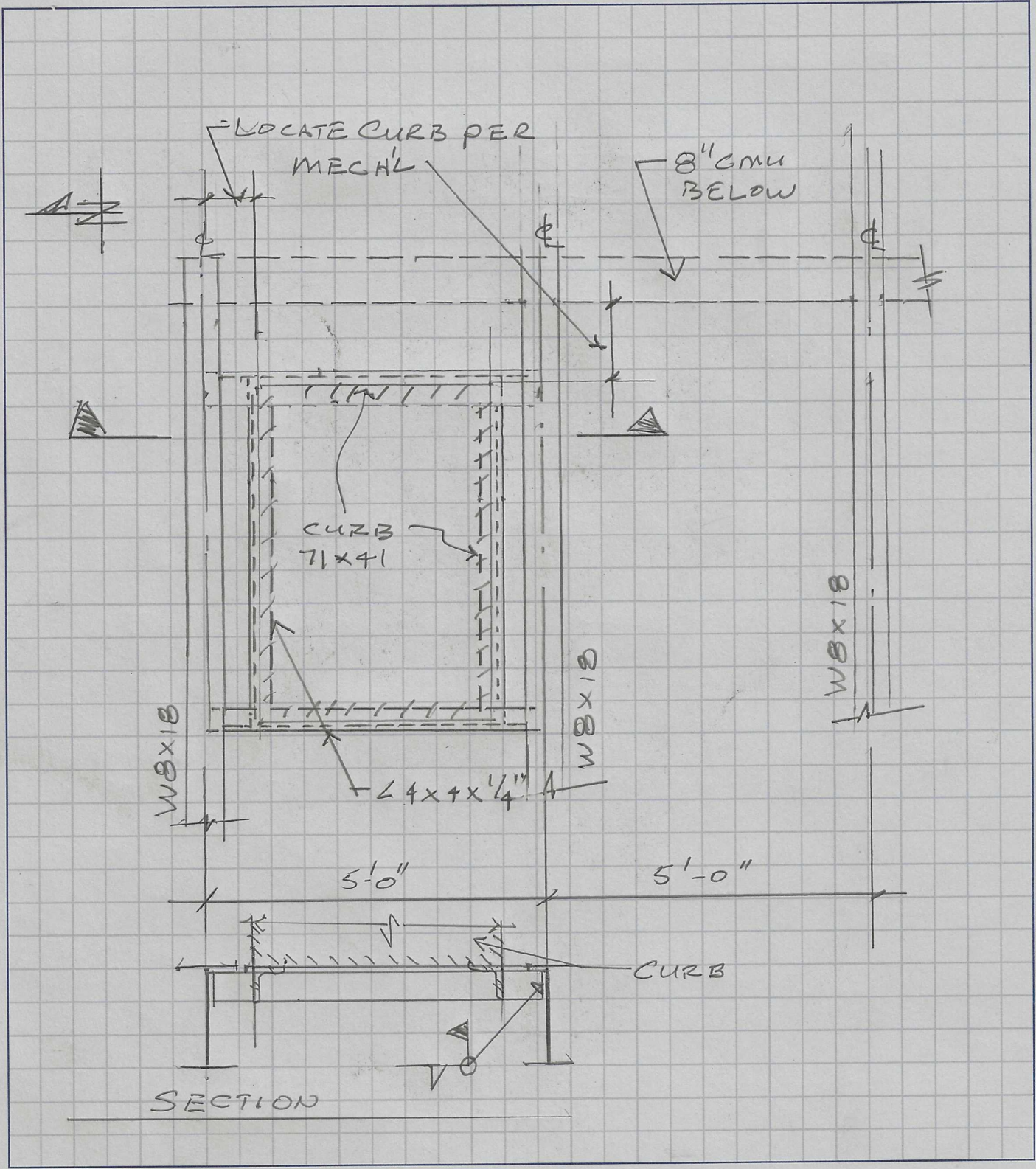
JOB FS2 HATTIESBURG 2205

SHEET NO. 1 OF 1

CALCULATED BY MRC DATE 3/5/26

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE \_\_\_\_\_





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ronda Kennedy, Clerk of Council  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Approve Renewal of Annual Maintenance Agreement with Business Information Systems, Inc., for DCR, (digital recording system) in the Council Chambers at a rate of \$1,051.25 and authorize the Mayor to execute the same.  
**File Number: 2026-229**  
**Minute Book # MB 2023-314 / Approved and authorized**

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## Summary

Annual Maintenance Agreement with Business Information Systems, Inc., for digital recording system (DCR) in the council chambers

## Recommendation Statement

I recommend approval of invoice payment.

Please place this on the April 7, 2026 City Council meeting for consideration.

**BUSINESS INFORMATION SYSTEMS, INC.**

6600 Park of Commerce Blvd.  
Boca Raton, FL 33487-8224  
+18008347674  
ap@bisdigital.com  
www.bisdigital.com



**BILL TO**

City of Hattiesburg  
Attn.: Ronda Kennedy  
P.O. Box 1898  
Hattiesburg, MS 39403

**Maintenance Agreement**

**DATE 06/01/2026 through 5/31/2027**

SHIP VIA	TRACKING NO.	START DATE	END DATE
MNT	HAT900/M-50026991	06/01/2026	05/31/2027

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MNT-R-DCR-R	#27-06-A-71007/M-50026991 Remote Support Renewal Contract BIS Digital Recording System.  (On-Site Support & Hardware Replacements Not Included)	551.25	551.25T
1	DCR SAS w/ MNT	Annual DCR Software Assurance (SAS). Coincides with Maintenance Contract.	500.00	500.00T

(SEAL)

SUBTOTAL	1,051.25
TAX (0%)	0.00
TOTAL	1,051.25

**TOTAL DUE \$1,051.25**

\_\_\_\_\_  
Mayor, City of Hattiesburg, MS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones  
**cc:** Wiley Quinn, Urban Development Director  
**Date:** Tuesday, April 7, 2026  
**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: 2026-230  
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 April 7, 2026 City Council meeting for consideration.



MAYOR  
*Toby Barker*

COUNCIL - WARD ONE  
*Jeffrey George*

COUNCIL - WARD TWO  
*Eric Boney*

COUNCIL - WARD THREE  
*LeAnn Vance*

COUNCIL - WARD FOUR  
*Dave Ware*

COUNCIL - WARD FIVE  
*Nicholas Brown*

**MEMORANDUM**

TO: Mayor and City Council  
FROM: Wiley Quinn, Urban Development Director  
DATE: April 7<sup>th</sup>, 2026  
RE: Ratification of Release of Lien Documents

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

<b>PROPERTY OWNER'S NAME</b>	<b>PROPERTY ADDRESS</b>	<b>PPIN</b>	<b>BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED</b>	<b>NOTE</b>
Rose A. Shelton, Trustee of Shelton Trust	68 Central School Rd	11113	Bk: 1402, Pg: 61-62	Resolution 2022-84 \$2,055.75 Paid
The John L. Company, LLC Attn: T. Owen Beasley	901 River Avenue	14791	Bk: 1495, Pg: 367-368	Resolution 2026-30 \$14,177.43 Paid
T. Owen Beasley	907 River Avenue	14793	Bk: 1495, Pg: 369-370	Resolution 2026-31 \$6,768.54 Paid

STATE OF MISSISSIPPI  
COUNTY OF FORREST

**RELEASE OF LIEN**

**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:	08/02/2022
BOOK:	1402
PAGE:	61-62
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,055.75
NAME:	Rose A. Shelton, Trustee of Shelton Trust

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.

**68 CENTRAL SCHOOL RD, HATTIESBURG, MS 39401, PPIN: 11113, PARCEL: 2-041A-27-027.00, AND BETTER DESCRIBED AS: THE EAST FORTY-FIVE (45) FEET OF LOT TWO (2), AND THE WEST FIFTEEN (15) FEET OF LOT THREE (3) OF THE MCINNIS SPRINGS SUBDIVISION OR SURVEY, AS PER MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI.**

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of April, 2026.

CITY OF HATTIESBURG

BY: \_\_\_\_\_  
TOBY BARKER, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI  
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 7th day of April, 2026, 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:

\_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF FORREST

**RELEASE OF LIEN**

**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:	02/17/2026
BOOK:	1495
PAGE:	367-368
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$14,177.43
NAME:	The John L. Company, LLC Attn: T. Owen Beasley

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.

**901 RIVER AVENUE, HATTIESBURG, MS 39401, PPIN: 14791, PARCEL: 2-029P-10-014.00, AND BETTER DESCRIBED AS: THE NORTH HALF OF BLOCK 1 OF THE A.C. DRAUGHAN SURVEY OR ADDITION TO THE CITY OF HATTIESBURG, MISSISSIPPI, AS PER PLAT OF SAID SURVEY NOW ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY AND STATE, LESS AND EXCEPT A PARCEL OF LAND IN THE NORTHWEST CORNER OF SAID LOT DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, RUNNING SOUTH 12 FEET; THENCE EAST 12 FEET; THENCE NORTH 12 FEET TO SOUTH BOUNDARY LINE OF RIVER AVENUE, AND THEN RUN ALONG SAID BOUNDARY LINE OF SAID RIVER AVENUE TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN MISSISSIPPI.**

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of April, 2026.

CITY OF HATTIESBURG

BY: \_\_\_\_\_  
TOBY BARKER, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI  
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 7th day of April, 2026, 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:

\_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF FORREST

**RELEASE OF LIEN**

**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:	02/17/2026
BOOK:	1495
PAGE:	369-370
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$6,768.54
NAME:	T. Owen Beasley

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.

**907 RIVER AVENUE, HATTIESBURG, MS 39401, PPIN: 14793, PARCEL: 2-029P-10-013.00, AND BETTER DESCRIBED AS: BEGIN AT THE NORTHWEST CORNER OF BLOCK 2 OF THE A.C. DRAUGHN SURVEY TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, AND RUN EAST 156.5 FEET, THENCE RUN SOUTH 140 FEET, THENCE RUN WEST 156.5 FEET, THENCE RUN NORTH 140 FEET TO THE POINT OF BEGINNING.**

**LESS AND EXCEPT: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 2 OF THE A.C. DRAUGHN ADDITION OR SUBDIVISION IN HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AND RUN EAST ALONG THE SOUTH MARGIN OF EAST HARDY STREET 152.30 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTH 0 DEGREES 23 MINUTES EAST FOR 140 FEET, THENCE RUN EAST 2.25 FEET, THENCE RUN NORTH 0 DEGREES 25 MINUTES EAST 140 FEET BACK TO THE SOUTH MARGIN LINE OF EAST HARDY STREET, THENCE RUN WEST ALONG THE SOUTH MARGIN LINE FOR 4.2 FEET BACK TO THE POINT OF BEGINNING.**

**AND ALSO:**

**BEGIN AT THE NORTHWEST CORNER OF BLOCK 2 OF THE A.C. DRAUGHN SURVEY TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND RUN SOUTH 140 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 135 FEET, THENCE RUN EAST 78.25 FEET, THENCE RUN NORTH 135 FEET, THENCE RUN WEST 78.25 FEET TO THE POINT OF BEGINNING.**

**IN WITNESS WHEREOF,** this instrument is executed on this the 7th day of April, 2026.

**CITY OF HATTIESBURG**

**BY: \_\_\_\_\_**  
**TOBY BARKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**KERMAS EATON, CITY CLERK**

STATE OF MISSISSIPPI  
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the **7th** day of **April, 2026**, 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:**

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# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** 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.  
**File Number: 2026-244**  
**Minute Book #**

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## Summary

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.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.



**MISSISSIPPI MAIN STREET**  
ASSOCIATION

**2026 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A  
MISSISSIPPI MAIN STREET ASSOCIATION DESIGNATED COMMUNITY**

THIS AGREEMENT constitutes a Memorandum of Agreement (MOA) between Downtown Hattiesburg Association, (DHA), a designated Mississippi Main Street Association (MMSA) member, and the City of Hattiesburg for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Designated Community.

The mission of the Downtown Hattiesburg Association is to create a program that will encourage and promote the economic growth and development of downtown Hattiesburg through, planning, beautification, and preservation of our central business district in order to build a competitive local and regional arts district and business market, and to support our growing tourism industry.

MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities.

In consideration of the executed agreement, the parties agree to the following terms and conditions:

**Section I: City of Hattiesburg Agrees to:**

1. The City of Hattiesburg will fund DHA on an annual basis and in an amount not less than \$77,000.00 in accordance with 21-19-44.
2. The City of Hattiesburg will continue to support the Live @ 5 event in the amount of \$15,000.00 and the Downtown Hattiesburg Farmers Market in the amount of \$5,000.00.
3. The City of Hattiesburg agrees to expend in-kind services to provide office space for DHA to operate.
4. The City agrees to extend the use of certain City facilities and parks at no charge for DHA coordinated or sponsored events and activities.
5. The City agrees to permit DHA the use of certain City services at no charge for DHA coordinated or sponsored events and activities.
6. The City agrees to work collaboratively with DHA, as appropriate, to improve the downtown streetscape, business environment, and to preserve the historic character of the District.
7. The City of Hattiesburg agrees to facilitate support from Forrest County in the amount of \$36,000 in support of DHA's Main Street program.

**Section II: MS Main Street Association Agrees to:**



1. Designate an MMSA team member to be the point of contact for the local program director. The team members will be available to answer questions and provide advice and information via email or telephone. The team member will review and approve bi-annual reports, participate in the selection of new local directors, and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street Approach™ training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Conduct one on-site Main Street 101 training for local program directors, board members, and government representatives affiliated with new Designated Communities.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors' Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings, workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.
7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide one annual on-site visit for community services as requested by the local program director. A community assistance form must be filled out and sent to the Director of Community Development, at which point a meeting will be scheduled for a mutually agreed upon time. Additional requests for community visits may be subject to a nominal fee to cover administrative and travel expenses.
9. Provide annual grant opportunities for community development services. Community development services may include, but are not limited to design and planning services, local market analysis, communication and marketing consultation, retail and small business training, festival and event development, volunteer training, budget development, economic development assistance, and business recruitment, retention and expansion assistance.
10. Provide *The Point for Mississippi*, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street Center staff, will monitor and provide technical assistance to members on *The Point*.
11. Facilitate and promote on-going media coverage of MMSA and its individual local programs.

12. Provide and grant each Designated Community use of the official MMSA Designated Community logo and other promotional materials with MMSA branding.
13. Conduct periodic on-site evaluations of each local program's progress as needed or requested by the local program director.
14. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
15. Provide legislative education and advocacy for Main Street at the state and national level.
16. Collect economic development data from local programs and publish statewide economic development statistics in an annual report to members and investors.
17. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.
18. Perform annual assessments to evaluate the local program's progress and assist with the local program's state compliance and accreditation as outlined by the National Main Street Center.

### **Section III: DHA Agrees To:**

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information, and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Designated Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach™ recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program and that includes projects centered around the community's transformation strategies.
7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.

8. Employ a full-time local program director to implement the Main Street program in the community. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend training sessions, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program, submit all quarterly reports using the online report generator provided by MMSA, and provide all other information requested by MMSA on or before the identified deadlines.
11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall participate in at least three MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved training courses is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting community service. The Director of Community Development will take into consideration: if the local program is certified and in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Designated Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Accredited or Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in *The Point*, an online community forum, in partnership with the National Main Street Center. Every Designated Program should have at least one active member account on *The Point*.
17. Provide the MMSA Director of Communication and Marketing news of your local program's projects, accomplishments, and events, so that MMSA may promote them.
18. Include MMSA staff in the hiring and election process of new local program directors.
19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
20. Complete the annual Director's Survey (online) sent via email no later than January 31, 2026.
21. Facilitate expansion of publicly available WiFi in Downtown Hattiesburg.
22. Submit the following to MMSA by the January 31, 2026, deadline:



- a. Payment of 2026 MMSA dues. The invoice was mailed to the local program director on record in October 2025. The local program director is responsible for ensuring that the invoice is paid by January 31, 2026.
- b. A copy of the local program's current bylaws.
- c. A copy of the local program's approved budget for the 2026 fiscal year.
- d. A copy of the local program's annual work plan for 2026.
- e. A complete list of local board members and officers, including names and email addresses.
- f. A copy of the Main Street district's current boundary map.
- g. A copy of the previous year's approved board meeting minutes.
- h. A copy of the local program's most recent IRS filing, if applicable.

**Section IV: MMSA, DHA and the City of Hattiesburg jointly agree that:**

- 1. This agreement may be modified only by written amendments made by all parties and approved by the MMSA State Coordinator.
- 2. The term of this agreement shall be for one calendar year, beginning on January 1, 2026, and expiring on December 31, 2026. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA State Coordinator.
- 3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
- 4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
- 5. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this agreement shall remain in full force and effect.
- 6. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
- 7. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind,

express or implied, including any warranty of merchantability or fitness for any particular purpose.

8. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2026, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

**Witness whereat the parties have executed this agreement.**

By:

\_\_\_\_\_  
MAYOR Hattiesburg, MS  
COMMUNITY

Toby Barker Date: \_\_\_\_\_

Chelsey Everett  
D Hattiesburg, MS  
COMMUNITY

Chelsey Everett Date: 1/15/2026  
Name printed

BY:

Jeannie Zieren Date: 1/15/2026  
Jeannie Zieren Executive Director  
Mississippi Association  
101 Main Street 1a 10n





# Memorandum

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

**From:** Marybeth Bergin, Director of Transportation and Engineering

**cc:**

**Date:** Tuesday, April 7, 2026

**Re:** Acknowledge receipt of closing documents for the City Wide Water Meter Replacement project; Approve Supplemental Agreement No. 3 with Hudson Contracting, Inc. to record the project underrun, reducing the contract amount by \$138,949.42 to a final amount of \$7,513,733.60 and authorize the Mayor to execute the same. Authorize payment of final pay application.  
File Number: 2026-233  
Minute Book #

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## Summary

Acknowledge receipt of closing documents for the City Wide Water Meter Replacement project; Approve Supplemental Agreement No. 3 with Hudson Contracting, Inc. to record the project underrun, reducing the contract amount by \$138,949.42 to a final amount of \$7,513,733.60 and authorize the Mayor to execute the same. Authorize payment of final pay application.

## Recommendation Statement

I recommend this item for approval.

Please place this on the April 7, 2026 City Council meeting for consideration.



Engineering Progress

March 23, 2026

City of Hattiesburg  
P.O. Box 1898  
Hattiesburg, MS 39403

Attn: Marybeth Bergin, P.E.

Re: **City Wide Water Meter Replacement**  
**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. 17 for the contractor in the amount of \$192,632.54
2. Contractor's Final Waiver of Lien
3. Consent of Surety to Final Payment
4. Labor and Material Warranty Letter
5. Supplemental Agreement No. 3 with Overrun/Underrun signed by the contractor. Please have the mayor sign and return a copy to our office for further processing.

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Shea E. McNease, P.E.  
Project Engineer

/sm

enclosures

**APPLICATION FOR PAYMENT NUMBER: 17(FINAL)**

OWNER: CITY OF HATTIESBURG, MISSISSIPPI  
 PROJECT: CITYWIDE WATER METER REPLACEMENT  
 PROJECT NO. 12249

CONTRACTOR: HUDSON CONTRACTING, INC.

COMPLETED WORK - SEE WORKSHEET (ATTACHMENT A)		TOTAL CONTRACT COST	EARNED THIS PERIOD	EARNED TO DATE
WORK PERIOD BEGINNING.....	12/26/2025	\$7,513,733.60	\$23,413.60	\$7,513,733.60
WORK PERIOD ENDING.....	2/28/2026			
CALENDAR DAYS THIS PERIOD.....	59	AMOUNT EARNED ON CONTRACT TO DATE.....	\$	7,513,733.60
CALENDAR DAYS TO DATE.....	510	MATERIALS STORED AT CLOSE OF THIS PERIOD (ATTACH. B).....	\$	0.00
CONTRACT TIME.....	270	GROSS AMOUNT DUE.....	\$	7,513,733.60
NOTICE TO PROCEED DATE.....	10/1/2024	LESS RETAINAGE AT 0.0% .....	\$	0.00
SUBSTANTIAL COMPLETION DATE.....	7/2/2025	AMOUNT DUE TO DATE.....	\$	7,513,733.60
TOTAL EARNED TO DATE.....	\$7,513,733.60	LESS PREVIOUS PAYMENTS.....	\$	(7,321,101.06)
ADJUSTED CONTRACT AMOUNT (S.A.-3) .....	\$7,513,733.60	AMOUNT DUE THIS APPLICATION.....	\$	192,632.54
ORIGINAL CONTRACT AMOUNT .....	\$7,693,643.00			
PERCENT COMPLETE.....	100.00%			
PERCENT OF TIME ELAPSED.....	188.89%			

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 0 through 0, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment, free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to OWNER).

CONTRACTOR'S ACCEPTANCE: HUDSON CONTRACTING, INC.

BY: *Shea E. McNease* DATED: 3/4/26  
 Spencer D. Hudson, Jr. - President

RECOMMENDED BY ENGINEER: SHOWS, DEARMAN & WAITS, INC.

BY: *Shea E. McNease* DATED: 3/24/26  
 Shea E. McNease, PE

APPROVED BY OWNER: CITY OF HATTIESBURG

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

\*NOTE: An on-site observation of the work has been performed, and to the best of my knowledge and information, the work approved for payment has been performed in general compliance with the plans and specifications.

APPLICATION FOR PAYMENT NUMBER ..... 17 (FINAL)

CITYWIDE WATER METER REPLACEMENT  
PROJECT NO. 12249  
CITY OF HATTIESBURG, MS.

WORKSHEET  
ATTACHMENT A

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES		EARNED		ITEM % COMP.
						PREVIOUS	CURRENT	CURRENT	TO DATE	
1	Install New 5/8"x 3/4" Water Meter Complete	EA	8,817	\$ 564.00	\$4,884,618.00	8817	0	\$0.00	\$4,884,618.00	100.00%
2	Install New 1" Water Meter Complete	EA	1,313	\$ 826.00	\$1,084,538.00	1313	0	\$0.00	\$1,084,538.00	100.00%
3	Install 5/8"x 3/4" Meter Only (No Dial)	EA	3,380	\$ 196.00	\$662,480.00	3380	0	\$0.00	\$662,480.00	100.00%
4	Install 1" Meter Only (No Dial)	EA	60	\$ 460.00	\$27,600.00	60	0	\$0.00	\$27,600.00	100.00%
5	Install Cellular Endpoint Only	EA	9	\$ 265.00	\$2,385.00	9	0	\$0.00	\$2,385.00	100.00%
6	NDS Standard PVC Meter Box Body	EA	1,047	\$ 45.00	\$47,115.00	1047	0	\$0.00	\$47,115.00	100.00%
7	NDS Standard PVC Meter Box Lid	EA	5,594	\$ 35.00	\$195,790.00	5588	6	\$210.00	\$195,790.00	100.00%
8	NDS Jumbo PVC Meter Box Body	EA	0	\$ 100.00	\$0.00	0	0	\$0.00	\$0.00	#DIV/0!
9	NDS Jumbo PVC Meter Box Lid	EA	0	\$ 100.00	\$0.00	0	0	\$0.00	\$0.00	#DIV/0!
10	Quazite (10"x 15" Box Only)	EA	0	\$ 440.00	\$0.00	0	0	\$0.00	\$0.00	#DIV/0!
11	Quazite (10" X 15" Lid Only)	EA	0	\$ 210.00	\$0.00	0	0	\$0.00	\$0.00	#DIV/0!
12	Install Hole in Existing Metal Lid	EA	2,087	\$ 15.00	\$31,005.00	2085	2	\$30.00	\$31,005.00	100.00%
13	Asphalt Repair	SY	5	\$ 70.00	\$350.00	5	0	\$0.00	\$350.00	100.00%
14	Concrete Repair	SY	7	\$ 75.00	\$525.00	7	0	\$0.00	\$525.00	100.00%
S.A.1-15	Flush Round Locking Lid W/2" Hole	EA	6,977	\$ 56.00	\$390,712.00	6977	0	\$0.00	\$390,712.00	100.00%
S.A.2-16	Install only Owner Furnished 3/4" Meter	EA	161	\$ 170.00	\$27,370.00	161	0	\$0.00	\$27,370.00	100.00%
S.A.2-17	Install Only Owner Furnished 1" Meter	EA	0	\$ 235.00	\$0.00	0	0	\$0.00	\$0.00	#DIV/0!
S.A.2-18	Install New 3/4" Water Meter Complete (Cost Increase)	EA	241	\$ 584.00	\$140,744.00	233	8	\$4,672.00	\$140,744.00	100.00%
S.A.3-19	1" Meter Only (No Dial) (Material Only)	EA	60	\$ 308.36	\$18,501.60	0	60	\$18,501.60	\$18,501.60	100.00%
<b>TOTAL AMOUNT</b>								<b>\$23,413.60</b>	<b>\$7,513,733.60</b>	<b>100.00%</b>

# FINAL WAIVER OF LIEN

DATED: 4-Mar-26

Project:	CITYWIDE WATER METER REPLACEMENT PROJECT CITY OF HATTIESBURG	Owner:	CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI
Contract:		Engineer's Project No.:	
Bidder:		Contractor:	HUDSON CONTRACTING, INC.
Bidder's Address: (send Certified Mail, Return Receipt Requested) P.O. BOX 30 WAYNESBORO, MS. 39367			

**FOR VALUE RECEIVED,** we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By HUDSON CONTRACTING, INC. (Contractor )

same being located in **WAYNE COUNTY, MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

HUDSON CONTRACTING, INC. ( Contractor )

By:

  
Authorized Signature

Title:

President

Date:

3/4/26

### CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

HUDSON CONTRACTING, INC. ( Contractor )

By:

  
Authorized Signature

Title:

President

Date:

3/4/26

### CONTRACTOR'S CERTIFICATION OF PAYMENT

We, HUDSON CONTRACTING, INC.(Contractor) do hereby certify that payments for all material and labor on CITYWIDE WATER METER REPLACEMENT PROJECT(Project) for the CITY OF HATTIESBURG(Owner) have been made in full and that there are no outstanding bills for labor or material on the project.

HUDSON CONTRACTING, INC. ( Contractor )

By:

  
Authorized Signature

Title:

President

Date:

3/4/26

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*ALA Document G707*

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No. 80C205211

TO OWNER:  
*(Name and address)*

ARCHITECT'S PROJECT NO.:

City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

CONTRACT FOR: City Wide Water Meter Replacement,  
Hattiesburg, Mississippi

PROJECT:  
*(Name and address)*

CONTRACT DATED: June 4, 2024

City Wide Water Meter Replacement, Hattiesburg, Mississippi

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Hudson Contracting, Inc.  
P.O. Box 30  
Waynesboro, MS 39367

, 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 Street  
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: March 2, 2026  
*(Insert in writing the month followed by the numeric date and year.)*

The Ohio Casualty Insurance Company  
*(Surety)*

  
*(Signature of authorized representative)*

Attest: See Attached Power of Attorney  
*(Seal):*

Joshua T. Jones, Attorney-in-Fact  
*(Printed name and title)*



POWER OF ATTORNEY

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

Certificate No. 8213922-975175

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joshua T. Jones, Candice R. McCarty, Wesley H. McCubbins, Charles F. Porter

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company

Signature of Nathan J. Zangerle

By: Nathan J. Zangerle Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of April, 2025, before me personally appeared Nathan J. Zangerle who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2026.



Signature of Renee C. Llewellyn
By: Renee C. Llewellyn Assistant Secretary

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

LABOR AND MATERIAL WARRANTY

DATE: March 4, 2026

RE: Citywide Water Meter Replacement Project  
City of Hattiesburg

Hudson Contracting, Inc. hereby certifies that all work on the above-referenced project has been Completed in accordance with the Contract Documents and is not defective. The Manufactures Warranty will be in effect as of the above-referenced date.

Hudson Contracting, Inc.

By:   
\_\_\_\_\_  
Spencer D. Hudson, Jr. - President

**CITY-WIDE WATER METER REPLACEMENT PROJECT  
CITY OF HATTIESBURG**

**SUPPLEMENTAL AGREEMENT NO. 3**

CITY OF HATTIESBURG

WHEREAS, We, Hudson Contracting, Incorporated, Contractor and The Ohio Casualty Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 4th Day of June 2024 for the City-Wide Water Meter Replacement Project.

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: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Project Decrease from Overrun/Underrun - - (\$ 179,909.40)

Contract Amount - \$ 7,652,683.00

Adjusted Contract Amount - \$ 7,513,733.60

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, Hudson Contracting, Incorporated, Contractor and The Ohio Casualty Insurance 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 4<sup>th</sup> day of March, 2026

Hudson Contracting, Incorporated

The Ohio Casualty Insurance Company

By: [Signature]  
Contractor

By: [Signature]  
Surety Joshua T. Jones Attorney-In-Fact

Witness: [Signature]

Witness: [Signature]  
Gail Thomas

City of Hattiesburg

By: \_\_\_\_\_  
Owner

Witness: \_\_\_\_\_

OVERRUNS UNDERRUNS  
 PROJECT: 12249 Citywide Water Meter Replacement  
 CONTRACTOR: Hudson Contracting, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	Install New 5/8" x 3/4" Water Meter Complete	EA	8,437.00	8,817.00	380.00	-	\$554.00	\$210,520.00	\$0.00
Reason: Number of acutal complete water meters needed was different from plans.									
2	Install New 1" Water Meter Complete	EA	1,257.00	1,313.00	56.00	-	\$826.00	\$46,256.00	\$0.00
Reason: Number of acutal complete water meters needed was different from plans.									
3	Install 5/8" X 3/4" Meter Only (No Dial)	EA	3,563.00	3,380.00	-	183.00	\$196.00	\$0.00	\$35,868.00
Reason: Number of acutal meters needed was different from plans.									
4	Install 1" Meter Only (No Dial)	EA	176.00	60.00	-	116.00	\$460.00	\$0.00	\$53,360.00
Reason: Number of acutal meters needed was different from plans.									
5	Install Cellular Endpoint Only	EA	200.00	9.00	-	191.00	\$265.00	\$0.00	\$50,815.00
Reason: Number of acutal endpoints needed was different from plans.									
6	NDS Standard PVC Meter Box Body	EA	1,500.00	1,047.00	-	453.00	\$45.00	\$0.00	\$20,385.00
Reason: Number of acutal box body needed was different from plans.									
7	NDS Standard PVC Meter Box Lid	EA	1,500.00	5,594.00	4,094.00	-	\$35.00	\$143,290.00	\$0.00
Reason: Their was significantly more damaged box lids than expected									
8	NDS Jumbo PVC Meter Box Body	EA	50.00	-	-	50.00	\$100.00	\$0.00	\$5,000.00
Reason: Contractor was able to use existing lids in these areas and the Jumbo meter boxes were not needed.									
9	NDS Jumbo PVC Meter Box Lid	EA	50.00	-	-	50.00	\$100.00	\$0.00	\$5,000.00
Reason: Contractor was able to use existing lids in these areas and the Jumbo meter boxes were not needed.									
10	Quazite (10"x15" Box only)	EA	200.00	-	-	200.00	\$440.00	\$0.00	\$88,000.00
Reason: Contractor was able to use existing lids in these areas and the Quazite was not needed.									
11	Quazite (10"x15" Lid only)	EA	200.00	-	-	200.00	\$210.00	\$0.00	\$42,000.00
Reason: Contractor was able to use existing lids in these areas and the Quazite was not needed									

OVERRUNS UNDERRUNS  
 PROJECT: 12249 Citywide Water Meter Replacement  
 CONTRACTOR: Hudson Contracting, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
12	Install Hole In existing metal lid	EA	1,553.00	2,067.00	514.00	-	\$15.00	\$7,710.00	\$0.00
Reason: Number of acutal Holes in metal lids needed was different from plans.									
13	Asphalt Repair	Sq. Yd.	500.00	5.00	-	495.00	\$70.00	\$0.00	\$34,650.00
Reason: Majority of the meters were able to be replaced without damaging the asphalt									
14	Concrete Repair	Sq. Yd.	2,178.00	7.00	-	2,171.00	\$75.00	\$0.00	\$162,825.00
Reason: Majority of the meters were able to be replaced without damaging the concrete									
							PROJECT INCREASE/DECREASE	\$407,778.00	\$497,703.00
SA 1-15	Flush Round Locking Lid w/2" Hole	EA	8,500.00	6,977.00	-	1,523.00	\$56.00	\$0.00	\$85,288.00
Reason: Number of acutal lids needed was different from plans.									
							SUPPLEMENT NO 1 INCREASE/DECREASE	\$0.00	\$85,288.00
SA 2-16	Install Only Owner Furnished 3/4" Meter	EA	300.00	181.00	-	189.00	\$170.00	\$0.00	\$23,830.00
Reason: Number of meters the owner had was less than plans									
SA 2-17	Install Only Owner Furnished 1" Meter	EA	50.00	-	-	50.00	\$235.00	\$0.00	\$11,750.00
Reason: Number of 1" meters was less than what was shown on the plans.									
SA 2-18	Install New 3/4" Water Meter Complete (cost increase)	EA	150.00	241.00	91.00	-	\$584.00	\$53,144.00	\$0.00
Reason: Number of acutal additional complete water meters needed was different from plans.									
							SUPPLEMENT NO 2 INCREASE/DECREASE	\$53,144.00	\$35,380.00
							TOTAL PROJECT INCREASE/DECREASE	\$460,920.00	\$618,371.00

Original Contract Amount \$ 7,893,643.00  
 SA No. 1 Quantity Adjustment \$ (191,310.00)  
 SA No. 2 New Items Adjustment \$ 150,350.00  
 Stored material ( Delivered to Owner) \$ 18,501.60  
 Net contract difference \$ (179,909.40)  
 Final Contract Amount \$ 7,513,733.60



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Ratify a Sub-grant Agreement between the Mississippi State Department of Health and the City of Hattiesburg for the Hattiesburg Police Department Domestic Violence Program.  
File Number: 2026-246  
Minute Book #

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## Summary

Ratify a Sub-grant Agreement between the Mississippi State Department of Health and the City of Hattiesburg for the Hattiesburg Police Department Domestic Violence Program.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

**MISSISSIPPI STATE DEPARTMENT OF HEALTH  
SUBGRANT AGREEMENT**

**AGREEMENT NUMBER 2025-REQ-467-8**

**SECTION 1.0 Parties to the Agreement**

This agreement is made this the 1st, day of October, 2025, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and, City of Hattiesburg-Hattiesburg Police Department, Victim Services Unit, hereinafter referred to as Subgrantee.

**SECTION 2.0 Period of Performance**

This agreement shall be in effect from Wednesday, October 1, 2025 through Wednesday, June 30, 2027.

**SECTION 3.0 Purpose**

This agreement is established for the purpose of defining the rights and duties of the parties regarding the Subgrant known as City of Hattiesburg-Hattiesburg Police Department.

**SECTION 4.0 Responsibilities of MSDH and Subgrantee**

**4.1 MSDH Responsibilities:**

4.1.1 MSDH is responsible for the review and approval of invoices and periodic reports.

4.1.2 MSDH is responsible for the review of progress reports on the ongoing activities regarding the Subgrant.

4.1.3 MSDH is responsible for oversight of work and services provided by Subgrantee.

4.1.4 MSDH is responsible for other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

**4.2 Subgrantee Responsibilities:**

4.2.1 The Subgrantee is responsible for implementing the work and services as set forth in the Scope of Work, hereby incorporated and attached hereto.

4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$81,882.27 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.

**4.2.3** The Subgrantee is responsible for other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

## **SECTION 5.0 Budget and Finance**

### **5.1 Subgrant Value.**

Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Subgrantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Subgrantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.

### **5.2 Invoices.**

The Subgrantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.

### **5.3 Reimbursement.**

The Subgrantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Subgrantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.

### **5.4 Record Maintenance.**

The Subgrantee agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books or account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH or another authorized government entity to determine proper application and use of all funds paid to the Subgrantee.

**5.4.1** The Subgrantee agrees to maintain books, records, and documents and other evidence containing or associated with protected health information (PHI) and pertaining to all costs and expenses incurred and revenues acquired under this agreement for six (6) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books or account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH or another authorized government entity to determine proper application and use of all funds paid to the Subgrantee.

## **5.5 Record Inspection and Audit**

MSDH, any sponsor or funding source, the State of Mississippi, and regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the Subgrant award for the purpose of audit, examination, excerpts, and/or transcripts.

## **5.6 Purchase Equipment**

Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Subgrantee shall be in accordance with the grant associated with this agreement.

## **5.7 Compensation**

This is a subgrant agreement using the cost reimbursement method of payment. The invoices submitted by the Subgrantee will state the period for which reimbursement is being requested, and will itemize the cost and budget category per the budget in Attachment B. All deliverables and reports defined in Attachment A: Scope of Work and Attachment B: Budget and Justification are to be submitted to MSDH for the compensation defined herein. Attachment C: Special Conditions. Award #: 15JOVW-24-GG-00497-STOP

## **SECTION 6.0 Modification**

- 6.1** This agreement may need to be modified, changed, or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Subgrantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Subgrantee's proposal, or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

## **SECTION 7.0 Assignment**

- 7.1** Obligations under this agreement may not be assigned by the Subgrantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

## **SECTION 8.0 Standard Terms and Conditions**

### **The Subgrantee Certifies and Agrees to the Following:**

#### **8.1 Authority to Accept Award.**

The Subgrantee certifies that it has legal authority to apply for the Subgrant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the Subgrantee's share of the project cost) to ensure

proper planning, management, and completion of the project described in this proposal. The Subgrantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary, or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**8.2 Conflict of Interest.**

The Subgrantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**8.3 Applicable Laws.**

This Subgrant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.

**8.4 Compliance with Laws.**

The Subgrantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as now exist and as they may be amended or modified.

**8.4.1 Equal Opportunity.** The Subgrantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Subgrantee agrees during the term of the agreement that the Subgrantee will strictly adhere to this policy in its employment practices and provisions of services.

**8.4.2 Employment Verification.** The Subgrantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

**8.4.3 Federal Law.** Subgrantee will comply with all federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and the requirements of any non-discrimination statute(s) which may apply to the proposal.

**8.4.4 Program Specific Law.** The Subgrantee will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this grant or program.

**8.5 Subgrantee Status.**

Subgrantee agrees that no act performed, or representation made, whether oral or written, by the Subgrantee with respect to third parties shall be binding on MSDH. The Subgrantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Subgrantee.

**8.6 Representation Regarding Contingent Fees and Gratuities.**

Subgrantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this Subgrant, nor has it retained a person to solicit or secure a Subgrant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Subgrantee's bid or proposal.

**8.7 Public Records Clause.**

MSDH has the responsibility to oversee and monitor all phases of this Subgrant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, §25-61-1 et seq., Mississippi Code Annotated. Documents and records associated with this agreement, including but not limited to, this agreement, proposal, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Subgrantee shall notify and provide a copy of any public information request addressed to the Subgrantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.

**8.8 Release of Information.**

MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Subgrantee may release information obtained from this agreement only after obtaining written permission from MSDH.

**8.9 Return of Reports, Data, Etc.**

Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Subgrantee retains the right to materials used in the performance of the agreement, which were developed by the Subgrantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.

**8.10 Confidentiality.**

Confidential or proprietary information under this agreement shall not be disclosed by either party. The Subgrantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent from both parties information or data which is identified as confidential under this agreement and/or protected from disclosure under law or agency policy. Notwithstanding the above, the parties acknowledge that the Mississippi Public Records Act governs the disclosure of public records.

**8.11 HIPAA Compliance.**

Subgrantee agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto, including electronic data interchange, data retention, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.

**8.12 Indemnification.**

Subgrantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi 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 Subgrantee and/or its partners, principles, agents, employees, and/or subcontractors in performance of or failure to perform this agreement. In the MSDH sole discretion, Subgrantee may be allowed to control the defense of any such claim, suit, etc. In the event Subgrantee defends said claim, suit, etc., Subgrantee shall use legal counsel acceptable to MSDH. Subgrantee shall be solely responsible for all costs and/or expenses associated with such defense. Subgrantee shall not settle any claim, suit, etc., without the MSDH concurrence which the MSDH shall not unreasonably withhold.

Subgrantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH’s liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-4-1 et seq., including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

**8.13 Use of MSDH Network and/or IT Equipment.**

As deemed necessary by MSDH to the performance of this Subgrant Agreement, MSDH agrees to provide hardware, software, and/or devices, as well as access to the MSDH network, to designated authorized personnel of Subgrantee. MSDH agrees to provide IT support related to the use of the MSDH network and/or software, hardware, and/or devices provided by MSDH, unless an exception is granted by the MSDH IT Security Officer.

**8.13.1 Adherence to IT Policies.** Subgrantee agrees to adhere to all applicable MSDH IT security policies [MSDH utilizes the NIST SP 800-53 rev 4 as its authoritative Policy Framework.] Subgrantee agrees and affirms that any equipment or software issued to the Subgrantee from MSDH remain the property of MSDH. The Subgrantee agrees to obtain approval from MSDH before modifying this hardware or software in any way, shape, or form and to maintain the same using industry standard best practices. The Subgrantee also will adhere to all applicable MSDH IT security and property policies as well as procedures related to the utilization of the MSDH Enterprise network, whether accessed through hardware, software, and/or devices provided by MSDH, the Subgrantee, or another entity. Agency policies are available upon request from MSDH.

**8.13.2 IT Training.** Subgrantee agrees to ensure that all of its personnel who will have access to MSDH hardware, software, devices and/or the MSDH network will complete all IT security and/or other training required by MSDH before the Subgrantee personnel begin work.

**8.13.3 IT Personnel.** Subgrantee agrees to only allow designated personnel from MSDH to provide IT support services, as needed, in regards to the Subgrantee's use of hardware, software, and/or devices provided by MSDH or the utilization of the MSDH network.

**8.14 Conflict of Interest.**

Subgrantee represents, to the best of its knowledge and belief, that this contract does not present the Subgrantee with a conflict of interest with respect to any past, current, or potential contract or employment such that the Subgrantee would be unable to perform impartially and without bias. Subgrantee agrees that should this condition change during the period of this contract, Subgrantee shall notify MSDH within 30 days.

**8.15 Debarment and Suspension.**

Subgrantee certifies to the best of its knowledge and belief, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.

**SECTION 9.0 Termination and Notice**

**9.1 Right to Terminate.**

Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the Notices section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.

**9.2 Costs.**

Subgrantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.

**9.3 Availability of Funds.**

It is expressly understood and agreed that the obligation of MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Subgrantee shall be terminated upon notice by MSDH to Subgrantee of the same. Termination of this agreement due to lack of funding will be immediate, following notice of such termination by MSDH to Subgrantee. The effective date of termination shall be as specified on the notice of termination.

**9.4 Notices.**

Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

**For Grantor:**

NAME: Christina Adcock MSW, CPM  
TITLE: Senior Deputy  
ADDRESS: P.O. Box 1700, Jackson, MS 39215  
E-MAIL: kris.adcock@msdh.ms.gov  
TELEPHONE: 601-576-7634

**For Subgrantee:**

NAME: Shalexis Loper  
TITLE: Victim Advocate  
ADDRESS: 1 Government Plaza, Hattiesburg, MS 39401  
E-MAIL: sloper@hattiesburgms.com  
TELEPHONE: 769-223-9523

**SECTION 10.0 Enforceability**

**10.1 THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH STATE HEALTH OFFICER OR LEGAL DESIGNEE.** Any work performed prior to the full execution of this agreement may not be reimbursed.

**10.2** This Agreement, including all attachments listed in the Addenda, contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof.

**ADDENDA**

**Attachment A - Attachment A- Scope of Work. STOP. City of Hattiesburg PD**

**Attachment B - Attachment B- Budget and Budget Narrative STOP City of Hattiesburg PD**

**Attachment C - Attachment C-Special Conditions STOP City of Hattiesburg PD**

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Health Department:

\_\_\_\_\_  
STATE HEALTH OFFICER OR DESIGNEE AGREEMENT EXECUTED  
WITH THIS SIGNATURE

\_\_\_\_\_  
DATE SIGNED

For the Subgrantee:

  
\_\_\_\_\_  
SUBGRANTEE AUTHORIZED SIGNATURE

MAYOR  
\_\_\_\_\_  
TITLE

3/27/20  
\_\_\_\_\_  
DATE SIGNED

## Exhibits List

A - Attachment A- Scope of Work. STOP. City of Hattiesburg PD

B - Attachment B- Budget and Budget Narrative STOP City of Hattiesburg PD

C - Attachment C-Special Conditions STOP City of Hattiesburg PD

**Exhibit A**  
**Attachment A- Scope of Work. STOP. City of**  
**Hattiesburg PD**

2025-2027 STOP Work Plan

Activities/Outcomes	Staff Responsible	Measurement Tools	Completion Date	Outputs	Outcome
<p><b>OBJECTIVE 1.0:</b> The specialist victims unit will contact the victim of each incident that is reported to the police department to educate victims and increase the number of cases properly investigated by MSO by June 30, 2027.</p>					
<p><b>1.0.1</b> Make contact with victims to provide education and information that identifies the Mississippi Crime Victim Rights including the right to retaliation, the right to a victim advocate, the right not to be excluded from criminal justice proceedings, and the right to speak at criminal justice proceedings.</p>	Victim Advocate	Service data will be verified and compiled through the department's crime reporting system (CRS) to track victims contacted, follow through, and outcomes.	Grant deliverables for this activity will be completed by 6/30/2027.	1) At least 400 victims to receive information about their legal rights and the criminal justice process during the grant award period.	Victims are more aware of their rights, the court process and have the ability to seek legal help to stop the case through to completion.
<p><b>1.0.2</b> Attend all court proceedings with the victim as needed to ensure understanding of the process, follow through, and next steps.</p>	Victim Advocate	Service data will be verified and compiled through the department's crime reporting system (CRS) to track victims contacted, follow through, and outcomes.	Grant deliverables for this activity will be completed by 6/30/2027.	1) At least 400 victims will see the cases through increasing case follow through by ten percent.	Victims will understand the court process and feel more comfortable attending court proceedings to increase the number of cases that are seen to completion.
<p><b>1.0.3</b> Communicate with victims through follow-up court and criminal justice processes serving as a mediator between city and county to ensure communication with the case is completed. This includes court processes for the orders of protection, court trials, and case reviews.</p>	Special Victim Unit/Victim Advocate	Service data will be verified and compiled through the department's crime reporting system (CRS) to track victims contacted, follow through, and outcomes.	Grant deliverables for this activity will be completed by 6/30/2027.	1) At least 400 victims will see the cases through increasing case follow through by ten percent.	Victims will have support and a voice in the criminal justice process not just at the start of a case but until the case is complete ensuring victim case completion.
<p><b>OBJECTIVE 1.1:</b> Work with the victims of domestic violence and sexual violence to access needs and knowledge of their rights to coordinate available services offered by the SPD and all community partners increasing referrals for service.</p>					
<p><b>Activity 1.1.1:</b> Meet with victims and assess needed services and referrals to all appropriate community partners.</p>	Victim Advocate	Victim referral numbers will be captured in both the MS reporting system and in a referral victims log.	Grant deliverables for this activity will be completed by 6/30/2027.	1) At least 125 referrals to partnering community agencies will be made during the grant year for a ten percent increase in referrals.	Victims will receive help when needed and referrals from community partners.
<p><b>1.1.2</b> Maintain a current community partner list of available resources for victims and referring agencies as well as contacts and programs with their agency or victims.</p>	Victim Advocate	Referral resources documents including victim packets and department community partner lists will be updated and reviewed each quarter to ensure accuracy. Special Victims Unit will work with all available agencies to update services and contact information at least quarterly.	Grant deliverables for this activity will be completed by 6/30/2027.	1) Victim intake packets will include community agency's for service and will be given to at least 200 victims. 2) Victim referrals will be tracked to assure at least 100 referrals are made through out the grant year.	Victims will receive better services with more accessible available resources to meet individual victim needs.
<p><b>PRIORITY AREA:</b> 1) Development of Culturally Competent Services for Underserved Populations</p>					
<p><b>OBJECTIVE 2.0:</b> Staff will work with the Board of the Spectrum Center and the center's partnering agencies to provide education and information on victim rights by attending at least two Spectrum Center Board meetings, for educational training and coordinating referrals for at least 20 victims by June 30, 2027.</p>					
<p><b>Activity 2.0.1:</b></p>					
<p><b>2.0.1</b> Attend Spectrum Center board meetings to present crime victim rights education and information that can be relayed to the center's members.</p>	Victim Advocate	Attending at least two board meetings, meeting agency and documented communication along with referral numbers to presentation via Zoom thru the Board.	Grant deliverables for this activity will be completed by 6/30/2027.	1) Attend at least two board meetings to inform and educate the Board and victims rights and court processes. 2) Attend at least one community education event to provide victim rights and court processes to at least 30 community members.	The members of the community will become more aware of their rights as victims, the court process and the advocate available to them to better serve them if they are a victim of domestic violence or sexual violence.
<p><b>2.0.2</b> Coordinate culturally competent referrals for services for crime victims through the Spectrum Center and their partnering agencies.</p>	Victim Advocate	Service data will be verified and compiled through the department's crime reporting system (CRS) to track referrals made through and outcomes. Referrals will also be tracked through a referral tracking log.	Grant deliverables for this activity will be completed by 6/30/2027.	1) At least 20 victim referrals to appropriate community agencies and advocacy for crime victims of the grant year for the services.	Stronger community partnerships and sharing of education and information to better serve and refer underserved community members of crimes and increase the police and community relationships.

Actuaries/Staff	Staff Responsible	Measurement Tools	Completion Date	Outcomes
<p><b>2.0.3</b> Victim Advocate will work with the community to participate in community victim awareness events, including National Crime Victims' Rights Week, Domestic Violence Awareness Month and Stopping Our Agains Violence (Others as determined through out the year)</p>	Victim Advocate	<p>We will account the number of partners we work with at the events and the number of educational materials given. The goal is to work with at least two partners and reach at least 300 people.</p>	<p>Grant deliverables for this activity will be completed by 6/30/2027.</p>	<p>Increase community awareness and partnerships for victims of domestic and sexual violence and educate the community on the processes and resources available.</p>
<p><b>PRIORITY AREA 1: Training and Support of Law Enforcement</b> (Training of staff to have issue with responding to their community and training for victims) Direct with Detective Detective, Violence Services, Sexual Assault Services</p>				
<p><b>GOAL 3: Provide domestic violence and sexual assault training to our first law enforcement and law enforcement recruits.</b></p>				
<p><b>OBJECTIVE 3.0</b> Provide victim centered training to all employed law enforcement by the June 30, 2027, on victim rights, dealing with victims of domestic violence and court processes for domestic violence and how to better assist victims of domestic and sexual violence.</p>				
<p><b>3.0.1</b> The victim advocate will conduct at least 4 master trainings for current law enforcement in domestic violence including court process, protection orders, state laws, and victim rights</p>	Victim Advocate	<p>All law enforcement officers will receive a copy of the responding to a Domestic Violence Call book as well as knowledge card with prepost training questions.</p>	<p>Grant deliverables for this activity will be completed by 6/30/2027.</p>	<p>The Victim Advocate conducts 4 master trainings for law enforcement personnel on domestic violence response during the reporting period. A total of over 50 law enforcement officers from HPS's agency will be trained. Training will provide instruction on the domestic violence court process, issuance and enforcement of protection orders, relevant state statutes, and victim rights. As a result of the trainings, 100% of participating officers will receive and understand the provided materials, legal requirements, and relevant procedures. The training will be highly interactive and will include role playing and scenario based practice. The training will be coordinated with courts and victim services.</p>
<p><b>3.0.2</b> The Victim Advocate and the Judicial Victim Unit will attend one VAWA approved conference for 3 staff members</p>	Victim Advocate	<p>Staff will document conference attendance by providing a certificate of completion for each course/session attended.</p>	<p>Grant deliverables for this activity will be completed by 6/30/2027.</p>	<p>Grant funds will support 3 victim services staff members to attend a VAWA approved conference totaling 4 days and several training sessions. The training sessions focused on sexual violence, domestic violence, and victim rights. Staff will receive up to date training on a wide range of issues related to sexual assault, domestic violence, victim advocacy, and victim rights. Training will include role playing and scenario based practice. Training will be coordinated with courts and victim services.</p>
<p><b>3.0.3</b> The Victim Advocate will assist with teaching 3 days of domestic violence training with POST certified curriculum at all city held Law Enforcement Academies</p>	Victim Advocate	<p>Each officer will be required to pass a test with 75% accuracy of information after training as well as pass a scenario based practice for domestic violence cases for service.</p>	<p>Grant deliverables for this activity will be completed by 6/30/2027.</p>	<p>Haltersburg Police officers will be trained and better prepared to deal with victims of domestic violence and sexual assault.</p>
<p><b>PRIORITY AREA 2: Training and Support of Law Enforcement</b> (Training of staff to have issue with responding to their community and training for victims) Direct with Detective Detective, Violence Services, Sexual Assault Services</p>				
<p><b>GOAL 4: Support Law enforcement efforts to arrest domestic violence offenders and order of protection offenders to protect them from further violence.</b></p>				
<p><b>OBJECTIVE 4.0</b> Provide update and current offense information and train staff to law enforcement and assist in domestic violence sexual assault round ups.</p>				
<p><b>4.0.1</b> The Victim Advocate will help law enforcement update service protection orders. The Victim Advocate will print a list of protective orders from the Municipal Court. The Victim Advocate will print warrants as well as personal information of offenders for officers to utilize while conducting these round ups.</p>	Victim Advocate	<p>Each event will be planned with a list of warrants for print prior to the round up. Each event will be held in a different area of the city. The target will be to have 25% of the warrants listed and arrested. Event details and logs will be kept by the Special Victims Unit.</p>	<p>Grant deliverables for this activity will be completed by 6/30/2027.</p>	<p>The community and violation of domestic violence will know that the Haltersburg Police Department takes these charges seriously and you will be arrested for violation.</p>
<p><b>4.0.2</b> The Victim Advocate will create a domestic violence awareness book to be placed in the targeted area. The book will be placed in the targeted area. The book will be placed in the targeted area. The book will be placed in the targeted area.</p>	Victim Advocate	<p>The monthly active warrants in the stated areas will be printed and lists created to be placed in a book in the targeted area. The book will be placed in the targeted area. The book will be placed in the targeted area. The book will be placed in the targeted area.</p>	<p>Grant deliverables for this activity will be completed by 6/30/2027.</p>	<p>Increase the number of offender's arrests of these crimes to assure the police take these crimes seriously and increase community safety by increasing arrests for these crimes.</p>

**Exhibit B**

**Attachment B- Budget and Budget Narrative STOP  
City of Hattiesburg PD**

**ATTACHMENT B**  
**BUDGET NARRATIVE**

Hattiesburg Police Department

Agency Name:

SERVICES TRAINING OFFICERS PROSECUTORS

Funding Source:

Special Victim's Unit Victim Advocate /2025-2026

Project Title/Year:

**GRANT BUDGET LINE-ITEM DETAIL**

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STAFF NAME	CALCULATIONS (Federal Request)	ANNUAL AMOUNT	PERCENTAGE IN APPLICATION	FEDERAL REQUEST	MATCH	PROJECT TOTAL
Example - Please delete and start						
Shalexis Loper	Victim Advocate	\$ 36,000.00	62%	22,320.00	\$ 13,680.00	\$ 36,000.00
FICA 7.65% of Claimed Salary	36,000 x .0765 x .62	\$ 2,754.00	62%	1,707.48	\$ 1,046.52	\$ 2,754.00
Health Insurance	595 m x 9	\$ 5,355.00	62%	3,320.10	\$ 2,034.90	\$ 5,355.00
Life Insurance	6.40 m x 9	\$ 57.60	62%	35.71	\$ 21.89	\$ 57.60
Retirement	4,000m x 9 months x 18.4% (6,624)	\$ 6,624.00	62%	4,106.88	\$ 2,517.12	\$ 6,624.00
Worker's Compensation	\$36,000 x .5 x .62	\$ 180.00	62%	111.60	\$ 68.40	\$ 180.00
		\$ 50,970.60		31,601.77	\$ 19,368.83	\$ 50,970.60

**PERSONNEL AND FRINGE TOTALS**

	FEDERAL REQUEST	MATCH	PROJECT TOTAL
<b>SALARIES</b>	\$ 22,320.00	\$ 13,680.00	\$ 36,000.00
FICA	\$ 1,707.48	\$ 1,046.52	\$ 2,754.00
<b>HEALTH INSURANCE</b>	\$ 3,320.10	\$ 2,034.90	\$ 5,355.00
<b>LIFE INSURANCE</b>	\$ 35.71	\$ 21.89	\$ 57.60
<b>RETIREMENT</b>	\$ 4,106.88	\$ 2,517.12	\$ 6,624.00
<b>WORKER'S COMP</b>	\$ 111.60	\$ 68.40	\$ 180.00
<b>TOTAL PERSONNEL</b>	\$ 31,601.77	\$ 19,368.83	\$ 50,970.60

Personnel Cost Justification: The victim advocate will offer victims emotional support, advocacy services, emergency resources, and coordination of local resources and support through the criminal justice system. The advocate may also contact organizations, such as criminal justice or social service agencies to educate, advocate for, and provide information/services for victims. The advocate will work with the community partners and the community to assure services and education. The victim advocate will also train law enforcement and community members in victim rights, legal processes, and services available to help assure victims have needed services. The advocate will be on call for after-hours when available to assist victims as needed. The Victim Advocate will support law enforcement with domestic violence, sexual violence and orders of protection round-ups to serve warrants and arrest offenders. The Victim Advocate is 100% dedicated to this grant and grant activities. The Victim Advocate will be funded at a rate of \$36,000 for 9 months (total) requesting 62% and a cash match from the city of 38%. Also included is the fringe benefits based off the request for the victim advocate requesting 62% from the grant and a 38% cash match.

TRAVEL	CALCULATIONS	ANNUAL COST	PERCENTAGE IN	FEDERAL REQUEST	MATCH	PROJECT TOTAL
<b>In-State Travel:</b>						
Item and Description						
Mileage				\$ -		\$ -
Lodging				\$ -		\$ -
Meals				\$ -		\$ -
Other:				\$ -		\$ -
No Proration Necessary/Total In-State Travel			100%	\$ -		\$ -
<b>In-state Total</b>		\$ -		\$ -	\$ -	\$ -
<b>Out-of-State Travel</b>						
Item and Description						
Conference on Crimes against Women for 3 staff members		\$ 1,875.00		\$ -		\$ -
Conference Registration	\$625 for each staff member	\$ 1,875.00		\$ 1,875.00		\$ -

Airfare	Flights for 3 staff	\$	1,709.00		\$	1,709.00		
Lodging	\$191/night x 4 nights	\$	2,292.00		\$	2,292.00		
Meals	\$80/day per diem	\$	1,080.00		\$	1,080.00		
Luggage	\$80 round trip for 3 staff	\$	240.00		\$	240.00		
Parking/Shuttle		\$	200.00		\$	200.00		
No Proration Necessary/Total Out-of-State Travel		\$		100%	\$			\$
Out-of-state-Total		\$			\$			\$
<b>TOTALS</b>		\$			\$	7,396.00		\$

Travel Justification: Staff will receive up-to-date training on a wide range of issues related to sexual assault, domestic violence, stalking, and human trafficking at one OAINV/STOP-approved conference (Conference, TBD). Conference attendance is planned for 3 persons (Special Victims Unit and Victim Advocate). The costs is estimated at \$7396.00 which will cover airfare, hotel stay, conference registration, all meals, and all other miscellaneous fees such as luggage and shuttle fees.

CONTRACTUAL Item and Description	CALCULATIONS	ANNUAL COST	PERCENTAGE OF	FEDERAL REQUEST	MATCH	PROJECT TOTAL
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
No Proration Necessary/Total Contractual			100%	\$		\$
<b>TOTAL</b>		\$		\$		\$

Contractual Justification: If match will be contributed to this cost category, please list the applicable match contributions.

COMMODITIES Item and Description	CALCULATIONS	ANNUAL COST	PERCENTAGE IN	FEDERAL REQUEST	MATCH	PROJECT TOTAL
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
No Proration Necessary/Total Commodities			100%	\$		\$
<b>TOTAL</b>		\$		\$		\$

Commodities Justification:

CAPITAL OUTLAY - EQUIPMENT Item and Description	CALCULATIONS	ANNUAL COST	PERCENTAGE IN	FEDERAL REQUEST	MATCH	PROJECT TOTAL
Laptop	600 x 1	\$	100%	\$	600.00	\$
				\$		\$
				\$		\$
				\$		\$
No Proration Necessary/Total Capital Equipment			100%	\$		\$
<b>TOTAL</b>		\$		\$	600.00	\$

Capital Outlay - Equipment Justification: The victim advocate will use a laptop, because it offers essential portability, autonomy (battery power), and connectivity allowing the Victim Advocate to access data, communicate with both victims and law enforcement, and perform tasks from remote, temporary, or mobile locations. The cost is listed at \$600.00 with a 100% request from STOP and this laptop will be used daily, in the office and in the field.

SUBSIDIES, LOANS AND GRANTS Item and description.	CALCULATIONS	ANNUAL COST	PERCENTAGE IN	FEDERAL REQUEST	MATCH	PROJECT TOTAL
				\$		\$
				\$		\$
No Proration Necessary/Total S. L. and G			100%	\$		\$
<b>TOTAL</b>		\$		\$	\$	\$
Subsidies, Loans and Grants Justification: If match will be contributed to this cost category, please list the applicable match contributions.						
<b>DIRECT COST CATEGORY TOTALS</b>				<b>FEDERAL REQUEST</b>	<b>MATCH</b>	<b>PROJECT TOTAL</b>
Personnel				\$ 31,601.77	\$ 19,368.83	\$ 50,970.60
Travel				\$ 7,396.00	\$ -	\$ 7,396.00
Contractual				\$ -	\$ -	\$ -
Commodities				\$ -	\$ -	\$ -
Capital Outlay - Equipment (over \$5,000)				\$ 600.00	\$ -	\$ 600.00
Subsidies, Loans and Grants				\$ -	\$ -	\$ -
<b>TOTAL</b>				\$ 39,597.77	\$ 19,368.83	\$ 58,966.60
<b>INDIRECT COST</b>				<b>FEDERAL REQUEST</b>	<b>MATCH</b>	<b>PROJECT TOTAL</b>
Item and description.				\$	\$	\$
INDIRECT COST or 15% DE MINIMIS		\$		\$	\$	\$
<b>TOTAL</b>		\$		\$	\$	\$
Indirect Cost Justification:						
				<b>FEDERAL REQUEST</b>	<b>MATCH</b>	<b>PROJECT TOTAL</b>
				\$39,597.77	\$19,368.83	\$58,966.60
<b>TOTALS - (Federal Request MUST be a Whole Number)</b>						

**ATTACHMENT B  
BUDGET NARRATIVE**

Agency Name: Hattiesburg Police Department  
 Funding Source: SERVICES TRAINING OFFICERS PROSECUTORS  
 Project Title/Year: Special Victim's Unit Victim Advocate /2026-2027

Light Blue background in cell = autopopulates

**GRANT BUDGET LINE-ITEM DETAIL**

PERSONNEL AND FRINGE	STAFF NAME	CALCULATIONS (Federal Request)	ANNUAL AMOUNT	PERCENTAGE IN APPLICATION	FEDERAL REQUEST	MATCH	PROJECT TOTAL
	Example - Please delete and start						
	Shalexs Loper	Victim Advocate	\$ 48,000.00	62%	29,760.00	\$ 18,240.00	\$ 48,000.00
	FICA 7.65% of Claimed Salary	48,000 x .0765 x .62	\$ 3,672.00	62%	2,276.64	\$ 1,395.36	\$ 3,672.00
	Health Insurance	595 m x .62 x 12	\$ 7,140.00	62%	4,426.80	\$ 2,713.20	\$ 7,140.00
	Life Insurance	6.40 m x .62 x 12	\$ 76.80	62%	47.62	\$ 29.18	\$ 76.80
	Retirement	4,000m x 12 months x 18.9% (9.072)	\$ 9,072.00	62%	5,624.64	\$ 3,447.36	\$ 9,072.00
	Worker's Compensation	\$48,000 x .5 x .62	\$ 240.00	62%	148.80	\$ 91.20	\$ 240.00
			\$ 68,200.80		42,284.50	\$ 25,916.30	\$ 68,200.80

**PERSONNEL AND FRINGE TOTALS**

	FEDERAL REQUEST	MATCH	PROJECT TOTAL
<b>SALARIES</b>	\$ 29,760.00	\$ 18,240.00	\$ 48,000.00
<b>FICA</b>	\$ 2,276.64	\$ 1,395.36	\$ 3,672.00
<b>HEALTH INSURANCE</b>	\$ 4,426.80	\$ 2,713.20	\$ 7,140.00
<b>LIFE INSURANCE</b>	\$ 47.62	\$ 29.18	\$ 76.80
<b>RETIREMENT</b>	\$ 5,624.64	\$ 3,447.36	\$ 9,072.00
<b>WORKER'S COMP</b>	\$ 148.80	\$ 91.20	\$ 240.00
<b>TOTAL PERSONNEL</b>	\$ 42,284.50	\$ 25,916.30	\$ 68,200.80

Personnel Cost Justification: The victim advocate will offer victims emotional support, advocacy services, emergency resources, and coordination of local resources and support through the criminal justice system. The advocate may also contact organizations, such as criminal justice or social service agencies to educate, advocate for, and provide information/services for victims. The advocate will work with the community partners and the community to assure services and education. The victim advocate will also train law enforcement and community members in victim rights, legal processes, and services available to help assure victims have needed services. The advocate will be on call for after-hours when available to assist victims as needed. The Victim Advocate will support law enforcement with domestic violence, sexual violence and orders of protection round-ups to serve warrants and arrest offenders. The Victim Advocate is 100% dedicated to this grant and grant activities. The Victim Advocate will be funded at a rate of \$48,000 for 12 months (total) requesting 62% and a cash match from the city of 38%. Also included is the fringe benefits based off the request for the victim advocate requesting 62% from the grant and a 38% cash match.

**TRAVEL**

Item and Description	ANNUAL COST	PERCENTAGE IN	FEDERAL REQUEST	MATCH	PROJECT TOTAL
In-State Travel:					
Mileage			\$	-	\$
Lodging			\$	-	\$
Meals			\$	-	\$
Other:			\$	-	\$
No Proration Necessary/Total In-State Travel			\$	-	\$
In-state Total	\$	-	\$	-	\$
Out-of-State Travel					
Item and Description			\$	-	\$
Conference			\$	-	\$
Airfare			\$	-	\$
Lodging			\$	-	\$
Meals			\$	-	\$



Capital Outlay - Equipment Justification:

SUBSIDIES, LOANS AND GRANTS Item and description.	CALCULATIONS	ANNUAL COST	PERCENTAGE IN	FEDERAL REQUEST	MATCH	PROJECT TOTAL
				\$ -		\$ -
				\$ -		\$ -
No Proration Necessary/Total S, L and G			100%	\$ -		\$ -
<b>TOTAL</b>		\$ -		\$ -	\$ -	\$ -
Subsidies, Loans and Grants Justification: If match will be contributed to this cost category, please list the applicable match contributions.						
<b>DIRECT COST CATEGORY TOTALS</b>				<b>FEDERAL REQUEST</b>	<b>MATCH</b>	<b>PROJECT TOTAL</b>
Personnel				\$ 42,284.50	\$ 25,916.30	\$ 68,200.80
Travel				\$ -	\$ -	\$ -
Contractual				\$ -	\$ -	\$ -
Commodities				\$ -	\$ -	\$ -
Capital Outlay - Equipment (over \$5,000)				\$ -	\$ -	\$ -
Subsidies, Loans and Grants				\$ -	\$ -	\$ -
<b>TOTAL</b>				\$ 42,284.50	\$ 25,916.30	\$ 68,200.80
<b>INDIRECT COST</b>				<b>FEDERAL REQUEST</b>	<b>MATCH</b>	<b>PROJECT TOTAL</b>
Item and description.				\$ -	\$ -	\$ -
INDIRECT COST or 15% DE MINIMIS				\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -		\$ -	\$ -	\$ -
Indirect Cost Justification:						
				<b>FEDERAL REQUEST</b>	<b>MATCH</b>	<b>PROJECT TOTAL</b>
				\$ 42,284.50	\$ 25,916.30	\$ 68,200.80
<b>TOTALS - (Federal Request MUST be a Whole Number)</b>						

**Exhibit C**

**Attachment C-Special Conditions STOP City of  
Hattiesburg PD**

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	15JOVW-24-GG-00497-STOP

### 1 Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

### 2 Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	15JOVW-24-GG-00497-STOP

financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

### 3 Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

### 4 Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

### 5 Requirement to report actual or imminent breach of personally identifiable information (PII)

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	15JOVW-24-GG-00497-STOP

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### **6 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)**

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

### **7 Determinations of suitability to interact with participating minors**

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
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at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

### **8 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

### **9 OVW Training Guiding Principles**

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>.

### **10 Effect of failure to address audit issues**

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	15JOVW-24-GG-00497-STOP

#### **11 Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

#### **12 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

#### **13 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities.

#### **14 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
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Federal Award Number	15JOVW-24-GG-00497-STOP

### 15 Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

### 16 Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
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### 17 Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### 18 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or

**ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions**

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
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purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**19 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
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circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

### **20 Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### **21 Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ**

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
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### **22 Availability of general terms and conditions on OVW website**

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

### **23 Compliance with statutory and regulatory requirements**

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

### **24 Compliance with solicitation requirements**

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

### **25 VAWA 2013 nondiscrimination condition**

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with

## ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
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this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

### **26 Misuse of award funds**

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

### **27 Limitation on use of funds to approved activities**

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

### **28 Non-supplantation**

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

### **29 Confidentiality and information sharing**

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

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### **30** Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

### **31** Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

### **32** Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or

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implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

#### **33 Performance progress reports and final report submission**

The recipient agrees to provide OVW with specific information regarding subawards (subgrants) made under this award. The recipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Justice Grants System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

#### **34 Quarterly financial status reports**

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

#### **35 Subrecipient program income**

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The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

#### **36 FFATA reporting subawards and executive compensation**

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

#### **37 Subrecipient product monitoring**

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

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**38 Publication disclaimer**

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

**39 Publications disclaimer for STOP Formula subrecipients**

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

**40 Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and

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must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

### 41 Grantee orientation - mandatory attendance

The recipient agrees that the State Administrator for this award will attend an OVW grantee orientation for new state administrators, if the State Administrator has held that position for four years or fewer, as of the project period start date on this award. If there is a change in the State Administrator during the project period, the recipient agrees to send the new State Administrator, regardless of prior experience with this or any other federal award, to the next available OVW grantee orientation for new state administrators.

### 42 Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

### 43

#### Use of administrative funds to attend training

The recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager and submit an agenda and other relevant supporting documentation to ensure that the training is a cost directly associated with administering the STOP Program under 28 C.F.R. 90.17(b). The annual STOP Administrators meeting is excluded from this condition.

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#### 44 Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

#### 45 Required SAM reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM), and are incorporated by reference here.

#### 46 Prohibition on use of administrative funds for lobbying

The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

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#### 47 Ongoing compliance with statutory certifications

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

#### 48 Required funding allocations, including funding for culturally specific organizations

The recipient agrees that, of the amount awarded, not less than 25 percent shall be allocated for law enforcement, not less than 25 percent shall be allocated for prosecutors, not less than 30 percent shall be allocated for victim services, and not less than 5 percent shall be allocated to courts. The recipient also agrees that of the 30 percent of funds allocated for victim services, 10 percent will be distributed to culturally specific community-based organizations. The recipient understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," which are defined by 42 U.S.C. 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics." Further, the recipient agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.

#### 49 Sexual assault set-aside

The recipient agrees that not less than 20 percent of the amount granted shall be allocated for programs and projects in two or more allocations (victim services, law enforcement, prosecution, courts) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship.

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#### **50 Match requirement**

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.
- 3) The recipient will verify that victim service providers that are nonprofit organizations are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.
- 4) The recipient will provide no less than 25 percent matching funds for subawards awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

#### **51 Requirements for recipients and subrecipients providing legal assistance**

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial,

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local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient (subgrantee) at any tier will comply with this condition.

### **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing**

#### **1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

**3. FEDERAL TAXES**

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

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B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

**4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee’s conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS (“SAFE POLICING CERTIFICATION”)**

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency’s use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency’s use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO> .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

**6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS**

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As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

#### OAIV Federal Provisions:

- 1. Training of Staff and Volunteers:** All individuals serving in a position providing advocacy to victims of crime will be required to complete the Office for Victims of Crime TTAC On-Line Advocacy Training (On-line Training) within ninety (90) days of the start of the sub-grant period. Any individuals who have completed this course within the past twelve (12) months or who have attended the National Organization for Victim Assistance Academy are exempt from the requirement to complete the On-line Training. Sub-grantees having established internal training policies for their staff and volunteers may request exemption from this requirement by submitting those policies to OAIV for approval.
- 2. Within ninety (90) days of the executed agreement,** subrecipients must submit the following documents (if not submitted last year and there have been no changes):
  - a. long range IT strategic plan.
  - b. plan for physical repair and renovations for the current funding cycle.
  - c. a continuous quality improvement (CQI) plan for program goals and services funded by OAIV
  - d. policies and procedures
- 3. Use of federal funds** for gift cards, prepaid cell phones, and any other electronic transfer is prohibited.

**ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions**

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	15JOVW-24-GG-00497-STOP

4. **Reimbursement requests** must be submitted monthly, with activity logs and STOP statistical/ performance reports, unless otherwise approved by the Director of OAIV. All STOP subgrantees are required to submit monthly and quarterly reports. ALL Reimbursement documentation, activity logs and statistical reports not submitted on or before the 20th of the following month are subject to nonpayment.
  
5. If subrecipients are using **state funding** to carry out grant goals, they must follow the **Mississippi Department of Finance and Administration rules of procurement**. MSDFA procurement manual link: [Procurement Manual | Mississippi Department of Finance and Administration \(ms.gov\)](https://www.ms.gov/procurement) .

If a subrecipient is using **federal funding** to carry out grant goals, they must follow the [Office of Management and Budget's \(OMB\) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) (commonly called "Uniform Guidance").

If the state rules of procurement are more stringent than the federal requirements, the subrecipient shall use the state rules of procurement no matter what funding they are using to carry out grant goals. *(For special situations, please contact the Program Administrator managing the grant.)*

6. **Modifications** for salary increases in the midst of the budget period are unallowable.
  
7. **Staff positions open/vacant** for longer than 3 months may result in de-obligation of funds. OAIV will require justification for retention of funds or modification to reallocate funds.
  
8. **Subgrant modifications** must be submitted no later than ninety (90) days before the grant end date. (e.g. Grants ending on June 30, 2026 must submit modifications prior to April 1, 2026).
  - a. Change in scope of work, including, but not limited to, objectives and deliverables
  - b. Adding a new budget category
  - c. Increase or decrease in the amount of the overall budget
  - d. Change in the period of performance, including no-cost extensions that do not alter the subgrant amount or scope of work

**ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions**

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	15JOVW-24-GG-00497-STOP

- e. Change in any standard or additional terms or special conditions
  - f. Reallocation of funds between budget categories that exceeds 10% of the approved total budget, or \$250,000 (Simplified Acquisition Threshold), whichever is less.
  - g. Reallocation of funds in any amount into the Equipment budget category
  - h. Reallocation of funds in any amount into or out of the Salaries, Fringe Benefits, or Indirect Costs budget categories
9. **Withholding of Funds:** The subrecipient shall not be eligible to receive reimbursement for program activities until conditions are met.
10. All **subgrantees licensed and contracted as child placement providers** (e.g. therapeutic group homes, therapeutic foster care, emergency shelters) through the MS Department of Child Protection Services receiving federal funding from OAIW must complete the following within the subgrant award period and provide quarterly status updates to OAIW thru with the reimbursement submission process.
- a. Obtain “Medicaid Provider of Service” status.
  - b. Utilize state and/or federal child welfare dollars as per Federal Rule 28 CFR 94.119 (a) (9): Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's (or in the case of a minor child, the victim's parent's or guardian's) health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed.
11. Prior approval is required for any materials/graphics prepared, developed or printed by the sub-grantee utilizing OAIW federal funds. All materials/graphics prepared, developed or printed utilizing grant funds must contain the following acknowledgement:
- **Awards funded by FYPASA:** “This project is supported in whole or in part through support from Sub-grant Award No. SG- 1253-6, awarded by the State of Mississippi, Mississippi State Department of Health. Any opinions, findings, conclusions or recommendations expressed in this publication are those of the author and do not necessarily reflect the views of the State of Mississippi, the Mississippi State Department of Health, the Office Against Interpersonal

**ATTACHMENT C – FFY 2027 VAWA STOP Special Conditions**

Subgrantee Name	City of Hattiesburg- Hattiesburg Police Department, Victim Service Unit
Project ID #:	2025-REQ-467-8
Federal Program	OVW Violence Against Women Act STOP
Federal Award Number	15JOVW-24-GG-00497-STOP

Violence or the U.S. Department of Health and Human Services, Office of Family Violence Prevention and Services or Centers for Disease Control”.

- **Awards funded by VOCA:** The exact wording for mandatory placement of all materials/graphics prepared, developed or printed by the sub-grantee utilizing federal funds will be found in the VOCA Special Conditions.
- **Awards funded by VAWA-SASP:** The exact wording for mandatory placement of all materials/graphics prepared, developed or printed by the sub-grantee utilizing federal funds will be found in the SASP Special Conditions.
- **Awards funded by VAWA-STOP:** The exact wording for mandatory placement of all materials/graphics prepared, developed or printed by the sub-grantee utilizing federal funds will be found in the STOP Special Conditions.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Sylvester London, Division Manager  
**cc:** Kermas Eaton, City Clerk  
**Date:** Tuesday, April 7, 2026  
**Re:** Acknowledge receipt of the Two-Quote Docket.  
File Number: 2026-237  
Minute Book #

---

## Summary

Acknowledge receipt of the unadvertised bid docket for the period of February 24, 2026 through March 27, 2026, 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 February 24, 2026 through March 27, 2026, 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 in the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the April 7, 2026 City Council meeting for consideration.

	A	B	C	D
1	SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
2				
3	ROOSEVELT JACKSON III	2601966	\$ 7,820.00	WU SIGLER ROOF-PAINT REPAIR
4	BUDDY'S FENCING		\$ 8,000.00	
5	MSP ENTERPRISES LLC		\$ 9,900.00	
6				
7	FOUR SEASONS LAWN & LANDSCAPE LLC	2601983	\$ 17,527.50	SOD FOR MCCLEOD STREET PROPERTY
8	FLANAGAN CONSTRUCTION COMPANY		\$ 11,455.00	
9				
10	DEERE & COMPANY	2602219	\$ 10,364.92	GATOR FOR ALL CEMETERY
11	BEARD EQUIPMENT COMPANY		\$ 13,027.73	
12				
13	C D W GOVERNMENT	2602235	\$ 7,391.17	SONICWALL NSA 2800 SECURE UPGRADE
14	METRIX SOLUTIONS		\$ 8,961.35	
15				
16	WALT MASSEY CHEVROLET	2602278	\$ 32,489.00	TRUCK FOR WATER DEPARTMENT
17	PINE BELT CHEVROLET BUICK		\$ 32,675.00	

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OO# 2601966

ITEM WU SIGLER ROOF-PAINT REPAIR

BID #1

WINNING ROOSEVELT JACKSON III

BID

AMOUNT \$7,820.00

BID #2

COMPANY BUDDY'S FENCING

BID

AMOUNT \$8,000.00

BID #3

COMPANY MSP ENTERPRISES LLC

BID

AMOUNT \$9,900.00

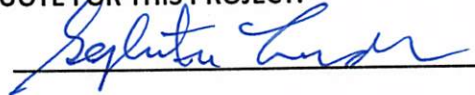
BID #4

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

**Purchase Order**

Fiscal Year 2026 Page 1 of 1



Purchase Order Number **02601966**

Purchase Order Date **02/25/2026**

Department **COMMUNITY CENTERS**

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

FID 64-6000432

Vendor 3225  
 ROOSEVELT JACKSON III  
 119 BELLAIR DRIVE  
 HATTIESBURG, MS 39402-1914

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JACKSON39402@HOTMAIL.COM	3225	2601727	Rebecca L Acker	

**NOTES**

TWO-QUOTE WU SIGLER ROOF/PAINT REPAIR MB #PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPLACE /REPAIR TIN ROOF CANOPY AREA -CLEAN AND PAINT GUTTERS -PRESSURE WASH WALL OF PORCH AREA PAINT INTERIOR AUDITORIUM, BOARD ROOM, HALLWAY CLEAN AND REMOVE DEBRIS GL #: 077650 - 604900	1.0000	EACH	\$7,820.0000	\$7,820.00
					\$7,820.00

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 \$7,820.00

**Purchase Order Total \$7,820.00**

City Clerk

Roosevelt Jackson III  
 119 Bellair Dr.  
 Hattiesburg Ms. 39402 #601-466-1622  
 Email: Primepaintingdrywall@yahoo.com

**Proposal**

PROPOSAL NO. \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_  
 DATE 2/23/26

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME W.U. Sigler Center	ADDRESS
ADDRESS Paul and Lee City of Hattiesburg	DATE OF PLANS NA
PHONE NO.	ARCHITECT NA

We hereby propose to furnish the materials and perform the labor necessary for the completion of

- ① Replace/repair tin roof canopy area on backside of the Center
- ② Clean debris from gutters and Paint gutters
- ③ Wash Wall/back porch area on the back
- ④ Paint and Prime interior of Auditorium/board room and Hallway of Sigler Center

Jovan/Matt : \$ 7,820

Roosevelt Jackson III  
 2/23/26

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \_\_\_\_\_

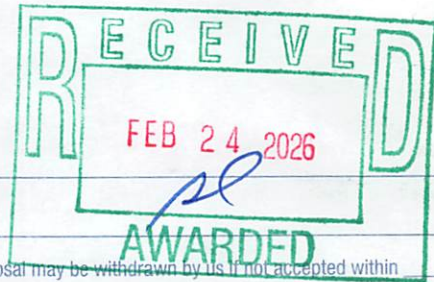
Dollars (\$ 7,820.00 ) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted \_\_\_\_\_

Per \_\_\_\_\_

Note — this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.



**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Proposed H Jackson LLC  
111 Bellvue Dr  
Hattie Fordway Mrs. Jones  
Email: primepainting@yahoo.com  
#101-466-1632

PROPOSAL  
SHEET NO.  
DATE  
2/23/12

WORK TO BE PERFORMED AT  
ADDRESS  
DATE OF TRAVEL  
PRIORITY  
AAA

PROJ. NO. SUBMITTED TO  
NAME  
ADDRESS  
CITY OF Jackson  
W. Jackson

- 1. Repair/replace the roof canopy over on backdoor for water
- 2. Clean debris from gutter and rain gutters
- 3. Wash wall/boiler feet over on the back
- 4. Paint and prime exterior of bathroom / porch area and hallway of higher level

Proposed Amount: \$ 1,800  
Proposed by Jackson LLC  
2/23/12





## BUDDY'S FENCING

KELVIN WILLIAMS

**ISSUED TO:**

CITY OF HATTIESBURG  
P.O. BOX 1898  
HATTIESBURG, MS 39401  
COMCNTR@HATTIESBURGMS.COM

DATE: 02/21/26  
DUE DATE: 3/21/26

**SPECIFICATIONS:**

- REPLACE/REPAIR TIN ROOF CANOPY AREA ON BACKSIDE OF THE CENTER
- CLEAN DEBRIS FROM GLUTTERS AND PAINT GUTTERS
- PRESSURE WASH WALL/BACK PORCH AREA ON BACKSIDE OF THE CENTER
- PRIME AND PAINT INTERIOR OF AUDITORIUM, BOARDROOM AND HALLWAY OF W.U.SIGLER CENTER
- REMOVE ALL DEBRIS FROM AREA AND DISPOSE OF PROPERLY

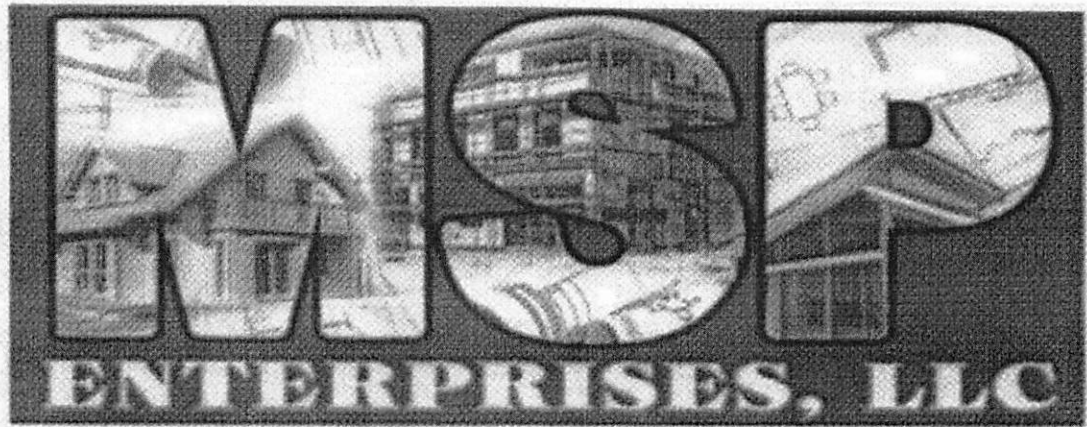
SUBTOTAL

\$8,000

**TOTAL \$8,000**

BUDDY'S FENCING  
KELVIN WILLIAMS  
601-550-4527  
EMAIL:  
BUDDYSFENCINGLLC@GMAIL.COM

THANK YOU



## Commercial and Residential Building and Remodeling

683 R.V. Lindley Road Moselle, MS 39459 COR #23400-MC CELL 601-270-3702

Facebook: MSP Enterprises, LLC Website: MSPEnterprises.biz

Email: msp.ent@aol.com

February 22, 2026

City of Hattiesburg  
 Purchasing Division  
 PO Box 1898  
 Hattiesburg MS 39403

RE: W.U Sigler Center

### WORK PROPOSAL

Please find attached our proposal

**Bid expiration date is : March 21, 2026**

**Completion of project is: 14 days from the date bid awarded**

Item Description	Qty	Fee
Labor and material to perform the below specifications outline by the bid request: <ul style="list-style-type: none"> <li>• Completely replace tin roof canopy area on backside of the center</li> <li>• Clean debris from gutters and paint gutters</li> <li>• Pressure wash wall/back porch area on backside of the center</li> <li>• Prime and paint interior of auditorium, boardroom and hallway of Sigler Center</li> <li>• Remove all debris from area and dispose of properly</li> </ul>	1	\$9,900
<b>TOTAL BID</b>		<b>\$9,900</b>

Respectfully Submitted,

Michael Patterson

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2602009

ITEM SOD FOR MCCLEOD STREET PROPERTY

BID #1

WINNING FOUR SEASONS LAWN & LANDSCAPE LLC

BID

AMOUNT \$17,527.50

BID #2

COMPANY FLANAGAN CONSTRUCTION COMPANY

BID

AMOUNT \$11,455.00

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

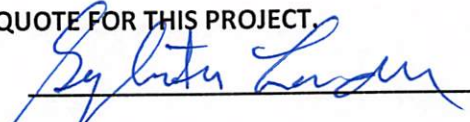
BID #4

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 2026 Page 1 of 1



Purchase Order Number **02602009**

Purchase Order Date **02/27/2026**

Department **G/G INS. OTH SERV**

Bill To 1001  
 City of Hattiesburg  
 P.O. BOX 1898  
 Hattiesburg, MS 39401

Ship To 1000  
 200 Forrest St - 2nd Floor  
 Hattiesburg, MS 39401

FID 64-6000432

Vendor 47187  
**FOUR SEASONS LAWN AND LANDSCAPE LLC**  
 1620 BUSH DAIRY RD  
 LAUREL, MS 39443

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-425-5856	<u>HMCLEOD4SEASONS@YAHOO.CO</u> M	47187	2601763	Archie Brewton	

**NOTES**  
 TWO QUOTE- SOD FOR MCCLEOD ST. PROPERTY MB# PENDIN  
 PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE- SOD FOR MCCLEOD ST. PROPERTY MB# PENDING GL #: 002300 - 636000	1.0000	EACH	\$17,527.5000	\$17,527.50

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 \$17,527.50

**Purchase Order Total \$17,527.50**

City Clerk

**Prepared for:**  
City of Hattiesburg  
Sod Improvements



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**Sod Improvements**

- 2,277sy Centipede Sod, installed	\$17,077.50
- Mobilization, Equipment, and Sod Delivery	\$450.00

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<b>TOTAL</b>	<b>\$17,527.50</b>
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Flanagan Construction Company

P.O. Box 15033  
Hattiesburg MS 39402

Phone 601 297 3764  
Fax 601 336 6364

# Estimate

Date	Estimate #
2/24/2026	5876

Name / Address
City Of Hattiesburg

Project
---------

Description	Qty	Rate	Total
256 McCleod St. Bid of complete sod of 256 McCleod St property		11,455.00	11,455.00
Sales Tax		7.00%	0.00
<b>Total</b>			\$11,455.00

Phone #
601 264 3682

## London, Sylvester

---

**From:** Jones, Ann  
**Sent:** Friday, February 27, 2026 9:25 AM  
**To:** London, Sylvester; Eaton, Kermas; Brewton, Archie  
**Subject:** McLeod Street Sod

Sylvester

Below is a copy of a text I received from Andrew Webber with Flanagan Construction stating that they cannot provide the Sid next week. I have verbally confirmed with 4-Seasons Landscape, the 2nd bidder, that they cannot provide start next week.

Ann

Sent from my iPhone

Due to the circumstances of time on getting materials I Andrew Weber, with Flanagan construction respectfully withdraw from bid for sod on McCloud street

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OO# 2602219

ITEM GATOR FOR ALL CEMETERY

BID #1

WINNING DEERE & COMPANY

BID

AMOUNT \$10,364.92

BID #2

COMPANY BEARD EQUIPMENT COMPANY

BID

AMOUNT \$13,027.73

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

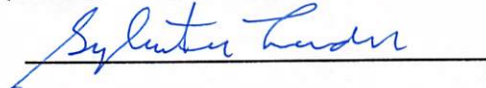
BID #4

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 2026 Page 1 of 1

Bill To 1001  
 City of Hattiesburg  
 P.O. BOX 1898  
 Hattiesburg, MS 39401

Ship To 1009  
 3401 W 7th St  
 Hattiesburg, MS 39401

Purchase Order Number **02602219**  
 Purchase Order Date 03/17/2026  
 Department CEMETERY

FID 64-6000432

Vendor 2642  
 DEERE & COMPANY  
 DBA AG & TURF CORP BUSINESS  
 DIVISION  
 2000 JOHN DEERE RUN  
 CARY, NC 27513

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	6018475363@FAX.CSPIREVOICE.COM	2642	2601956	Luisa Alejo	

**NOTES**

TWO QUOTE - GATOR FOR ALL CEMETERY

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	GATOR TX (MODEL YEAR 2026) GL #: 001553 - 733500	1.0000	EACH	\$10,364.9200	\$10,364.92

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 \$10,364.92

**Purchase Order Total \$10,364.92**

City Clerk

**Customer:**

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

fred taylor

AGUP Equipment Company

7000 US Hwy 49 North

Hattiesburg, MS 39402

Email: FredTaylor@AgUp.com

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513-2789 US  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

fred taylor  
 AGUP Equipment Company  
 7000 US Hwy 49 North Hattiesburg, MS 39402

**Prepared For**

CITY OF HATTIESBURG PARKS AND RECREATION  
 PO BOX 1898  
 HATTIESBURG, MS 394031898  
 (601) 545-4500  
 BMERCIER@HATTIESBURGMS.COM

**Prepared By**

fred taylor  
 AGUP Equipment Company  
 7000 US Hwy 49 North  
 Hattiesburg, MS 39402  
 FredTaylor@AgUp.com

Quote Id 1755273

Creation Date 13-Mar-2026

Expiration Date 13-Apr-2026

**Quote Summary**

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
GATOR™ TX (Model Year 2026)	\$12,487.86	\$10,364.92	1	\$10,364.92
Contract: MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)				
Price Effective Date: 01-Dec-2025				

**Equipment Total** **\$10,364.92**

**Quote Summary**

Total Selling Price	\$10,364.92
Sub-total	\$10,364.92
<b>Balance Due</b>	<b>\$10,364.92</b>



Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



## Selling Equipment

Quote # 1755273  
 Customer CITY OF HATTIESBURG PARKS AND RECREATION

### GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours	---	Suggested List
Serial Number	---	\$12,487.86
Stock Number	---	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	\$10,364.92
Price Effective Date	01-Dec-2025	Discount Amount
PUK Parent Serial #		(\$2,122.94)

### Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
56A9M	GATOR™ TX (Model Year 2026)	1	\$11,099.00	17.0%	(\$1,886.83)	\$9,212.17

### Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001F	US 49 State	1	\$0.00	17.0%	\$0.00	\$0.00
0505	Build to Order	1	\$0.00	17.0%	\$0.00	\$0.00
1016	AT (All Terrain) Tires	1	\$0.00	17.0%	\$0.00	\$0.00
4079	Less Roof and Panels	1	\$0.00	17.0%	\$0.00	\$0.00
5100	Base Comfort and Convenience Package	1	\$0.00	17.0%	\$0.00	\$0.00
<b>Total Base / Options</b>			<b>\$11,099.00</b>		<b>(\$1,886.83)</b>	<b>\$9,212.17</b>

### Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
BM23734	Cargo box power lift Serial Number: --- Stock Number: ---	1	\$1,102.10	17.0%	(\$187.36)	\$914.74
BM23458	Front Bumper Serial Number: --- Stock Number: ---	1	\$286.76	17.0%	(\$48.75)	\$238.01
<b>Total Dealer Attachments</b>			<b>\$1,388.86</b>		<b>(\$236.11)</b>	<b>\$1,152.75</b>



---

Selling Price Subtotal			\$10,364.92
Total Selling Price	\$12,487.86	(\$2,122.94)	\$10,364.92



**JOHN DEERE  
FINANCIAL**

## WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

### CONVENIENT

- Multiple finance solutions for the products and services you need.
- Enjoy a seamless experience with eStatements, easy account management through My Financial Accounts, secure eSignature options, and fast approvals—saving you time and simplifying your financial life.

### COMPETITIVE

- Customized solutions — help choosing the best financial mix to support your needs.
- Unmatched industry expertise.
- Tailored terms, flexible payments, and cost-effective maintenance plans.

### COMMITTED

- Here for you in good times and in bad - we'll find solutions to keep you in your equipment and on track for future success.
- As a finance company owned and operated by John Deere, we are focused on products built by John Deere.

### INSIGHTFUL

- Customer service team that thoroughly understands your industry and the challenges customers face.
- Financing solutions for real life.



**SCAN HERE**

*To learn about our  
finance products.*

**SCAN HERE**

*To apply online today!*





JOHN DEERE

Quote Id 1768680

17-Mar-2026

CITY OF HATTIESBURG PARKS AND RECREATION

PO BOX 1898

HATTIESBURG, MS 394031898

(601) 545-4500

BMERCIER@HATTIESBURGMS.COM

Brad Rounsaville

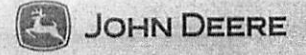
Beard Equipment Company

2490 E 1 65 Service Road N

Mobile, AL 36617

228-424-2468

brounsaville@beardequipment.com



**Prepared For**

CITY OF HATTIESBURG PARKS  
AND RECREATION

PO BOX 1898

HATTIESBURG, MS 394031898

(601) 545-4500

BMERCIER@HATTIESBURGMS.  
COM

**Prepared By**

Brad Rounsaville

Beard Equipment Company

2490 E 1 65 Service Road N

Mobile, AL 36617

228-424-2468

brounsaville@beardequipment.com

**Quote Id** 1768680

**Creation Date** 17-Mar-2026

**Expiration Date** 15-May-2026

**Quote Summary**

Equipment Summary	Selling Price	QTY In Group	Extended
GATOR™ TX (Model Year 2026)	\$13,027.73	1	\$13,027.73
<b>Equipment Total</b>			<b>\$13,027.73</b>
<hr/>			
<b>Quote Summary</b>			
Total Selling Price			\$13,027.73
<b>Sub-total</b>			<b>\$13,027.73</b>
<b>Balance Due</b>			<b>\$13,027.73</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote # 1768680  
Customer CITY OF HATTIESBURG PARKS AND RECREATION

## GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours ---

Selling Price

Serial Number ---

\$13,027.73

Stock Number ---

PUK Parent Serial #

### Equipment Summary

Code	Description	Qty
56A9M	GATOR™ TX (Model Year 2026)	1

### Base / Options

Code	Description	Qty
001F	US 49 State	1
0505	Build to Order	1
1015	Turf Tires	1
4079	Less Roof and Panels	1
5100	Base Comfort and Convenience Package	1

### Total Base / Options

### Dealer Attachments

Code	Description	Qty
BM23734	Cargo box power lift Serial Number: --- Stock Number: ---	1
BM23458	Front Bumper Serial Number: --- Stock Number: ---	1

### Total Dealer Attachments

### Other Charges

Description
FREIGHT
Pre-Delivery
Contra - 00-00-150-1
Total Adjustments
Selling Price Subtotal



JOHN DEERE

Total Selling Price

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2602235

ITEM SONICWALL NSA 2800 SECURE UPGRADE

BID #1

WINNING C D W GOVERNMENT

BID

AMOUNT \$7,391.17

BID #2

COMPANY METRIX SOLUTIONS

BID

AMOUNT \$8,961.35

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

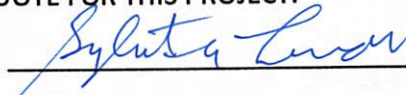
BID #4

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 2026 Page 1 of 1

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 Number **02602235**  
 Purchase Order Date 03/18/2026  
 Department INFORMATION TECHNOLOGY

FID 64-6000432

Vendor 2383  
 C D W GOVERNMENT  
 120 S RIVERSIDE  
 CHICAGO, IL 60606-3913

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SOPHIE.BARBARI@CDWG.COM	2383	2601967	Sherry Brown	

**NOTES**

TWO QUOTE - SONICWALL - IT DEPT  
 Email invoice to sbrown@hattiesburgms.com.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SONICWALL NSA 2800 SECURE UPGRADE ADVANCED EDITION 3 YR GL #: 001091 - 636500	1.0000	EACH	\$6,095.9000	\$6,095.90
2	SONICWALL NSA 2800 HIGH AVAILABILITY GL #: 001091 - 636500	1.0000	EACH	\$1,295.2700	\$1,295.27

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 \$7,391.17  
**Purchase Order Total \$7,391.17**

City Clerk



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**ROBERT FRIEND,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTNN703	2/19/2026	SONICWALL 2800	267010	\$7,391.17

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>SonicWall NSA 2800 Secure Upgrade Advanced Edition 3YR (INCLUDES 1YR CSE)</u> Mfg. Part#: 03-SSC-4689 Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)	1	8370137	\$6,095.90	\$6,095.90
<u>SonicWall NSA 2800 High Availability</u> Mfg. Part#: 03-SSC-4692 Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)	1	8370527	\$1,295.27	\$1,295.27

<b>SUBTOTAL</b>	\$7,391.17
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$7,391.17</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF HATTIESBURG ACCTS PAYABLE PO BOX 1898 HATTIESBURG, MS 39403-1898 <b>Phone:</b> (601) 545-4513 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF HATTIESBURG INFORMATION TEC 200 FORREST ST FL 1 HATTIESBURG, MS 39401-3451 <b>Shipping Method:</b> DROP SHIP-GROUND
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515





### Sales Contact Info

**Sophie Barbari** | 800.808.4239 | [sophie.barbari@cdwg.com](mailto:sophie.barbari@cdwg.com)

#### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



We have prepared a quote for you

**COH - Sonicwall NSA 2800 HA Pair - 2026-2-25**

Quote # 073383  
Version 1

Prepared for:

**City of Hattiesburg**

Robert Friend  
rfriend@hattiesburgms.com

## Products

Item	Description	Price	Qty	Ext. Price
03-SSC-4689	(3 & FREE OFFER) SONICWALL NSA 2800 SECURE UPGRADE ADVANCED EDITION 3YR (INCLUDES 1YR CSE)	\$6,934.78	1	\$6,934.78
03-SSC-4692	SonicWall NSA 2800 High Availability	\$1,756.57	1	\$1,756.57

Subtotal: **\$8,691.35**

## Shipping

Item	Description	Price	Qty	Ext. Price
Shipping	Shipping	\$0.00	1	\$0.00

## COH - Sonicwall NSA 2800 HA Pair - 2026-2-25

Prepared by:

**Metrix Solutions**

Lainey Turnage

601-863-0086

Fax

laineyturnage@pileum.com

Prepared for:

**City of Hattiesburg**

200 Forrest Street

Hattiesburg, MS 39401

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4561

Quote Information:

**Quote #: 073383**

Version: 1

Delivery Date: 02/26/2026

Expiration Date: 03/27/2026

### Quote Summary

Description	Amount
Products	\$8,691.35

Total: **\$8,691.35**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2602278

ITEM TRUCK WALT MASSEY

BID #1

WINNING WALT MASSEY CHEVROLET

BID

AMOUNT \$32,489.00

BID #2

COMPANY PINE BELT CHEVROLET BUICK

BID

AMOUNT \$32,675.00

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

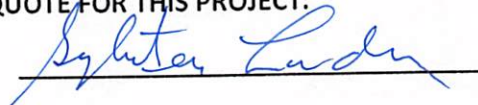
BID #4

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 2026 Page 1 of 1

Bill To 1001  
 City of Hattiesburg  
 P.O. BOX 1898  
 Hattiesburg, MS 39401

Ship To 1010  
 105 South Park Ave  
 Hattiesburg, MS 39401

Purchase Order Number **02602278**  
 Purchase Order Date 03/20/2026  
 Department WATER BILLING

FID 64-6000432

Vendor 4576  
 WALT MASSEY CHEVROLET  
 1501 WEST PINE STREET  
 HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	AWHITTINGTON@PINEBELTMOTO RS.COM	4576	2602014	Wanda Turner	

**NOTES**

TWO QUOTE TRUCK WALT MASSEY WATER BILLING  
 EMAIL INVOICE TO WTURNER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2026 CHEVROLET COLORADO LG05110 GL #: 009660 - 742000	1.0000	EACH	\$32,489.0000	\$32,489.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

*Kenneth Estep*  
 City Clerk

Total Ext. Price \$32,489.00  
**Purchase Order Total \$32,489.00**

Walt Massey Chevrolet  
1501 W. Pine Street  
Hattiesburg, MS 39401  
601-584-8451

Walt Massey Automotive  
11241 Old 63 South  
Lucaleda, MS 39452  
601-947-3001



Massey Automotive Inc.  
600 W. By Pass Hwy.  
Andalusia, AL 36420  
334-222-4171

Massey Chrysler Center, Inc.  
604 W. By Pass Hwy.  
Andalusia, AL 36420  
334-222-4171

NEW     USED     DEMONSTRATOR     PROGRAM    DATE 03/11/2026

PURCHASER NAME	CITY OF HATTIESBURG	RES. PHONE	BUS. PHONE 601-545-4512
ADDRESS 200 FORREST STREET	CITY HATTIESBURG	COUNTY FORREST	STATE & ZIP CODE MS 39401

PURCHASER HEREBY PURCHASES AND DEALER SELLS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN IN THE FOLLOWING:

STOCK NO. LG05110	YEAR 2026	MAKE CHEVROLET	MODEL COLORADO
SERIAL NO. 1GC PSBE K4 T1205110	CYL 4	COLOR SUMMIT WHITE	BODY CREW PICKUP 2WD
MILEAGE 8	S.S. NO N/A	DOB	E-MAIL ADD SLONDON@HATTIESBURGMS.COM

Purchaser hereby sells and transfers unto Dealer the used car described herein and warrants that he has absolute title thereto and that same is free from any liens or encumbrances except as disclosed herein provided. However, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated herein, then and in that event, Purchaser shall pay said difference within 24 hours. If Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election declare this agreement null and void with no lile passing to Purchaser and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser. Purchaser understands it is ultimately Purchaser's responsibility to insure accuracy of said pay-off. Purchaser certifies that Purchaser is 18 years of age or older. Purchaser accepts delivery of the vehicle sold by the dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE LABEL on the vehicle pursuant to Public Law 85.506.

**DISCLAIMER OF WARRANTY**

The only warranties applying to this vehicle are those offered by the Manufacturer. The selling Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition to damage to the vehicle (if any) which may have been disclosed to the Buyer by separate instrument. Buyer understands that the vehicle purchased from Dealer may have suffered damage during production transit, or while in the control and the possession of the Dealer. Buyer understands that there are no warranties of merchantability or fitness being made by the Dealer to the Buyer as to any repairs of such damages. This vehicle may contain Dealer-installed equipment which was not produced by the manufacturer of the vehicle. Any warranties issued in connection with such equipment are those of the manufacturer of the equipment and not the Dealer or manufacturer of the vehicle.

**CONTRACTUAL DISCLOSURE STATEMENT (USED CARS ONLY)**

The information you see on the window term (Buyers Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.

TRADE-IN INFORMATION		
MAKE N/A	YEAR N/A	MILES N/A
MODEL N/A	COLOR N/A	BODY N/A
VIN N/A		
BALANCE OWED TO N/A		
ADDRESS N/A		
CITY N/A	STATE N/A	ZIP N/A
ACCT # N/A		
PAYOFF GOOD UNTIL N/A		
QUOTED BY N/A	CHARGE PER DAY N/A	
SECOND TRADE-IN INFORMATION		
MAKE N/A	YEAR N/A	MILES N/A
MODEL N/A	COLOR N/A	BODY N/A
VIN N/A		
BALANCE OWED TO N/A		
ADDRESS N/A		
CITY N/A	STATE N/A	ZIP N/A
ACCT # N/A		
PAYOFF GOOD UNTIL N/A		
QUOTED BY N/A	CHARGE PER DAY N/A	

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED OTHERS IS NOT INCLUDED. NOTICE TO THE PURCHASER: Do not sign this order before you read it or if it contains any blank spaces. You are entitled to an exact copy of the order form you sign. PURCHASER ACKNOWLEDGES he has read and received a completed copy of this order comprising the entire agreement affecting the purchase and that this order is subject to Purchaser's satisfactory credit rating. You authorize an investigation of your credit and employment history. This Buyers Order and the Arbitration Agreements. These documents comprise the complete and exclusive statement of the terms of the agreement relating to the sale of the motor vehicle. This instrument constitutes an offer the purchaser to purchase the above described automobile from selling dealer. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL SIGNED AND ACCEPTED BY SELLING DEALER AND/OR AUTHORIZED REPRESENTATIVE. INITIAL \_\_\_\_\_

If the purchase of the vehicle is being financed, Buyer understands that the sale is contingent upon obtaining approval of the financing agency in the event that the vehicle has been delivered to the Buyer but financing is not obtained. Buyer agrees to immediately return the vehicle to the Dealer. BY SIGNING THIS ORDER, THE PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTAND, AND AGREES TO BE BOUND BY THE ARBITRATION AGREEMENT INCLUDED OF REVERSE OF BUYERS ORDER.

INS.CO.		
POLICY#	EXPIRES	
AGENT		
ADDRESS		
CITY	STATE	ZIP
PHONE		
CONTACT PERSON		
COMPREHENSIVE DED.	COLLISION DED.	

TRANSACTION	
SELLING PRICE	
OPTIONS	
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
SELLING PRICE	33054.00
TRADE ALLOWANCE	N/A
BALANCE	33054.00
DOCUMENTARY FEE	425.00
BALANCE	33479.00
SALES TAX (at 0.0 %)	N/A
TITLE	10.00
N/A	N/A
N/A	N/A
N/A	N/A
SUBTOTAL	33489.00
BALANCE OWED ON TRADE-IN	N/A
TOTAL	33489.00
N/A	N/A
N/A	N/A
N/A	N/A
GRAND TOTAL	33489.00
FACTORY INCENTIVE	1000.00
CASH ON DELIVERY	N/A
AMOUNT FINANCED	32489.00

\_\_\_\_\_  
PURCHASER'S SIGNATURE  
N/A

\_\_\_\_\_  
PURCHASER'S SIGNATURE

03/11/2026  
DATE

N/A  
DATE

DANNY MOORMAN  
SALESMAN

\_\_\_\_\_  
MANAGER'S SIGNATURE

\_\_\_\_\_  
DEALER OR HIS AUTHORIZED REPRESENTATIVE



Pine Belt Chevrolet Buick  
 7300 US Highway 98 West  
 Hattiesburg  
 MS, 39402  
<https://www.mypinebeltchevy.com/>

Deal # 34614 Royce Keyes  
 Contact Sales: (601) 264 - 8500  
 info@mypinebeltchevy.com



2026 Chevrolet Colorado

City Of Hattiesburg  
 +1-(601) 545 - 4631 | wturner@hattiesburgms.com

	Cash
\$0.00 Customer Cash	\$32,675.00

Payment Detail

MSRP	\$34,495.00
Total Savings	\$2,245.00
Discount	\$2,245.00
Your Price	\$32,250.00
Fees	\$425.00
Taxes 0	\$0.00
<b>Total Price</b>	<b>\$32,675.00</b>

X

Customer Signature & Date

X

Alanna Whittington | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per Mile over 15000 Miles per year. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Acknowledge receipt of a permanent utility and access easement from Land Management, LTD, Limited Partnership, for a portion of Forrest County tax parcel 2-040H-29-001.00 (PPIN 6976).  
File Number: 2026-231  
Minute Book #

---

## Summary

Acknowledge receipt of a permanent utility and access easement from Land Management, LTD, Limited Partnership, for a portion of Forrest County tax parcel 2-040H-29-001.00 (PPIN 6976).

## Recommendation Statement

I recommend that this item be acknowledged.

Please place this on the April 7, 2026 City Council meeting for consideration.

Prepared by and return to:  
City of Hattiesburg  
Clerk of Council  
P.O. Box 1898  
Hattiesburg, MS 39403  
601-545-4551

INDEXING INSTRUCTIONS:  
Pt. of NW ¼ of NE ¼ AND  
Pt. of NE ¼ of NW ¼, Section 29,  
Township 4 N, Range 13 W,  
City of Hattiesburg, Forrest County,  
Mississippi

**STATE OF MISSISSIPPI  
COUNTY OF FORREST**

**EASEMENT**

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 all of which are hereby acknowledged,

**LAND MANAGEMENT, LTD., LIMITED PARTNERSHIP,**  
a Mississippi Limited Partnership  
875 Old Richburg Rd.  
Purvis, MS 39475  
601-544-7490

the undersigned Grantor, does hereby convey unto Grantee,

**CITY OF HATTIESBURG, MISSISSIPPI,**  
a Municipal Corporation  
P.O. Box 1898  
Hattiesburg, MS 39403  
601-545-4540

a perpetual easement for access to lay out, install, repair and/or maintain water and sewer infrastructure over, across, and beneath the following described land being located in Forrest County, Mississippi, to wit:

A part of the Northwest ¼ of the Northeast ¼ and a part of the Northeast ¼ of the Northwest ¼, all in Section 29, Township 4 North, Range 13 West, in the City of

Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.999970681 and a convergence angle of (minus)  $-0^{\circ}14'58.96''$  at the Northeast Corner of said Section 29, and **Commencing** at a 2 Inch Round Iron Pipe representing said Northeast Section Corner and having a Grid Value of **N 650,676.50 feet** and **E 834,057.53 feet** on said East Zone Grid, thence run West for 1,862.86 feet, thence run South for 1,014.96 feet to a ½ Inch Rebar representing a Point on the Southern Right of Way Line of a Mississippi Power Company Transmission Line and the Northwestern Corner of a Parcel of Land described in a Warranty Deed found in Land Records Book 680, Page 155, thereof on file in the Office of the Chancery Clerk said County & State, said Point also being the **Point of Beginning** and having a Grid Value of **N 649,661.54 feet** and **E 832,194.67 feet** on said East Zone Grid; thence run  $S25^{\circ}01'33''W$  along the Western Line of said Parcel of Land for 25.70 feet to a ½ Inch Rebar, thence run  $S76^{\circ}06'47''W$  and parallel to said Southern Right of Way Line for 965.44 feet to a ½ Inch Rebar representing a Point on the Eastern Right of Way Line of US Highway No. 11, a public highway also known as Veterans Memorial Boulevard, thence run  $N25^{\circ}35'09''E$  along said Eastern Highway Right of Way Line for 25.91 feet to a ½ Inch Rebar representing its Intersection with said Southern Transmission Line Right of Way Line and having a Grid Value of **N 649,429.91 feet** and **E 831,257.77 feet** on said East Zone Grid, thence run  $N76^{\circ}06'47''E$  along said Southern Transmission Line Right of Way Line for 965.11 feet to the **Point of Beginning**, comprising **0.44 Acres (19,305 Square Feet)**, more or less.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee as to the subject matter, there being no oral agreements or representations of any kind.

**WITNESS GRANTOR'S SIGNATURE** on this the \_\_\_\_\_ day of February, 2026.

**LAND MANAGEMENT, LTD.,  
LIMITED PARTNERSHIP**

**By: JFT Management, LLC, General Partner**

\_\_\_\_\_  
Joseph F, Tatum, Jr., Member

**By: WOT Management, LLC, General Partner**

*Thomas C. Parry III*  
\_\_\_\_\_  
Thomas C. Parry III, Manager

STATE OF MISSISSIPPI  
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said County and State, the within named Joseph F. Tatum, Jr., who acknowledged that he is a member of JFT Management, LLC, a Mississippi Limited Liability Company, a General Partner of Land Management, Ltd., Limited Partnership, a Mississippi Limited Partnership, and that for and on behalf of said company as General Partner of said limited partnership, and as the act and deed of said company as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing Easement, after having been duly authorized by said company and said limited partnership so to do.

Given under my hand and seal of office this the \_\_\_\_\_ day of February 26, 2025.

\_\_\_\_\_  
NOTARY

My Commission Expires:

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, the within named Thomas C. Parry III who acknowledged that he is Manager of WOT Management, LLC, a Mississippi Limited Liability Company, a General Partner of Land Management, Ltd., Limited Partnership, a Mississippi Limited Partnership, and that for and on behalf of said company as General Partner of said limited partnership, and as the act and deed of said company as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing Easement, after having been duly authorized by said company and said limited partnership so to do.

Given under my hand and seal of office this the 5 day of ~~February 26, 2025.~~ <sup>March, 2026</sup>

Jessica Lester  
NOTARY

My Commission Expires:

March 13, 2028



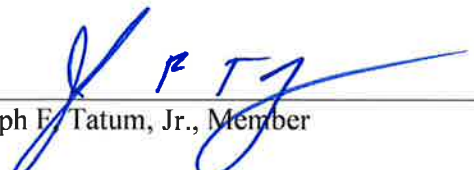
Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.999970681 and a convergence angle of (minus) -0°14'58.96" at the Northeast Corner of said Section 29, and **Commencing** at a 2 Inch Round Iron Pipe representing said Northeast Section Corner and having a Grid Value of **N 650,676.50 feet** and **E 834,057.53 feet** on said East Zone Grid, thence run West for 1,862.86 feet, thence run South for 1,014.96 feet to a ½ Inch Rebar representing a Point on the Southern Right of Way Line of a Mississippi Power Company Transmission Line and the Northwestern Corner of a Parcel of Land described in a Warranty Deed found in Land Records Book 680, Page 155, thereof on file in the Office of the Chancery Clerk said County & State, said Point also being the **Point of Beginning** and having a Grid Value of **N 649,661.54 feet** and **E 832,194.67 feet** on said East Zone Grid; thence run S25°01'33"W along the Western Line of said Parcel of Land for 25.70 feet to a ½ Inch Rebar, thence run S76°06'47"W and parallel to said Southern Right of Way Line for 965.44 feet to a ½ Inch Rebar representing a Point on the Eastern Right of Way Line of US Highway No. 11, a public highway also known as Veterans Memorial Boulevard, thence run N25°35'09"E along said Eastern Highway Right of Way Line for 25.91 feet to a ½ Inch Rebar representing its Intersection with said Southern Transmission Line Right of Way Line and having a Grid Value of **N 649,429.91 feet** and **E 831,257.77 feet** on said East Zone Grid, thence run N76°06'47"E along said Southern Transmission Line Right of Way Line for 965.11 feet to the **Point of Beginning**, comprising **0.44 Acres (19,305 Square Feet)**, more or less.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee as to the subject matter, there being no oral agreements or representations of any kind.

WITNESS GRANTOR'S SIGNATURE on this the 3<sup>rd</sup> day of March, 2026.

**LAND MANAGEMENT, LTD.,  
LIMITED PARTNERSHIP**

**By: JFT Management, LLC, General Partner**

  
\_\_\_\_\_  
Joseph E. Tatum, Jr., Member

**By: WOT Management, LLC, General Partner**

\_\_\_\_\_  
Thomas C. Parry III, Manager

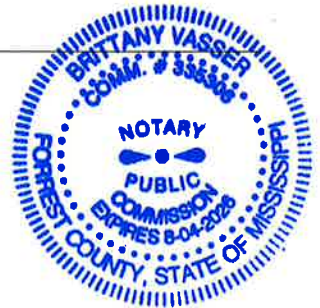
STATE OF MISSISSIPPI  
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said County and State, the within named Joseph F. Tatum, Jr., who acknowledged that he is a member of JFT Management, LLC, a Mississippi Limited Liability Company, a General Partner of Land Management, Ltd., Limited Partnership, a Mississippi Limited Partnership, and that for and on behalf of said company as General Partner of said limited partnership, and as the act and deed of said company as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing Easement, after having been duly authorized by said company and said limited partnership so to do.

Given under my hand and seal of office this the 3rd day of March, 2026.

Brittany Vasser  
NOTARY

My Commission Expires: 8/4/2026



STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, the within named Thomas C. Parry III who acknowledged that he is Manager of WOT Management, LLC, a Mississippi Limited Liability Company, a General Partner of Land Management, Ltd., Limited Partnership, a Mississippi Limited Partnership, and that for and on behalf of said company as General Partner of said limited partnership, and as the act and deed of said company as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing Easement, after having been duly authorized by said company and said limited partnership so to do.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY

My Commission Expires:





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Acknowledge Final Decree from the State of Mississippi, Secretary of State's Office, in the matter of the enlargement and extension of the municipal boundaries of the City of Hattiesburg, Hunter's Point and Sullivan Kilrain Areas.  
File Number: 2026-232  
Minute Book #

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## Summary

Acknowledge Final Decree from the State of Mississippi, Secretary of State's Office, in the matter of the enlargement and extension of the municipal boundaries of the City of Hattiesburg, Hunter's Point and Sullivan Kilrain Areas.

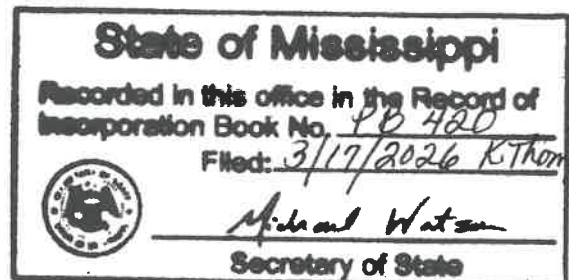
## Recommendation Statement

I recommend the acknowledgment of this decree.

Please place this on the April 7, 2026 City Council meeting for consideration.

**STATE OF MISSISSIPPI  
SECRETARY OF STATE'S OFFICE  
MICHAEL WATSON  
SECRETARY OF STATE  
JACKSON, MISSISSIPPI**

**RE: IN THE MATTER OF THE ENLARGEMENT AND EXTENSION OF  
THE MUNICIPAL BOUNDARIES OF THE CITY OF HATTIESBURG,  
MISSISSIPPI**



FILED  
NOV 18 2025

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI

LANCE C. REID  
Chancery Clerk

IN THE MATTER OF THE ENLARGEMENT  
AND EXTENSION OF THE MUNICIPAL  
BOUNDARIES OF THE CITY OF  
HATTIESBURG, MISSISSIPPI

CAUSE NO.: 18CH1:25-cv-00259-SM

THE CITY OF HATTIESBURG, MISSISSIPPI

PETITIONER

---

**FINAL DECREE APPROVING, RATIFYING, AND CONFIRMING THE  
ENLARGEMENT AND EXTENSION OF THE BOUNDARIES OF THE  
CITY OF HATTIESBURG, MISSISSIPPI**

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This action came on to be heard at the time, place and date heretofore set for hearing by order made and entered herein on the *Complaint in the Nature of a Petition for Ratification, Approval and Confirmation of an Ordinance Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Hattiesburg, In Forrest County, Mississippi* [Doc. 3], referred to as the Complaint, to annex certain territory located in Forrest, County, Mississippi. All interested parties having appeared on said day and having announced that they were ready for trial, and the Court having heard said Complaint, the objections thereto, and the evidence presented in open court with regard thereto, on November 10, 2025, and the Court having issued its Findings of Fact and Conclusions of Law [Doc. 18] on November 18, 2025, which is incorporated herein by reference, and further, the Court orders and adjudges as follows with respect to the *Complaint in the Nature of a Petition for Ratification, Approval and Confirmation of an Ordinance Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Hattiesburg, In Forrest County, Mississippi*, to annex certain territory in the action bearing Cause No. 18CH1:25-cv-00259-SM:

1. That this Court has jurisdiction over the parties and subject matter herein.

2. That all jurisdictional and procedural prerequisites as set forth by the applicable statutes for annexation have been met and satisfied by the City of Hattiesburg, Mississippi, including, but not limited to compliance with the provisions of Miss. Code Ann. § 21-1-27, et seq.

3. That the Mayor and Board of Aldermen of the City of Hattiesburg, Mississippi, have expressly found, adjudicated and determined that said enlargement and extension of the municipal boundaries of the City of Hattiesburg, Mississippi, is required by the public convenience and necessity, and this Court finds the same.

4. That the Court is of the opinion that the City of Hattiesburg's proposed annexation is reasonable under the totality of the circumstances and is required by the public convenience and necessity, as defined in the Court's written Findings of Fact and Conclusions of Law dated and filed on November 18, 2025 [Doc. 18], and which is incorporated herein by reference and made a part hereof.

5. That the contemplated enlargement of the municipal boundaries of the City of Hattiesburg, Mississippi, is reasonable in its entirety. After considering the interests of the City of Hattiesburg, and the residents and property owners of the territory sought to be annexed, the Court finds that the area confirmed and allowed to be annexed by the City of Hattiesburg, Mississippi, in said Findings of Fact and Conclusions of Law [Doc. 18] and as requested, should be annexed to and included in the municipal boundaries of the City of Hattiesburg, Mississippi, and that the Annexation Ordinance adopted by the Mayor and City Council of the City of Hattiesburg, Mississippi, on April 22, 2025, and the enlargement of the municipal boundaries contemplated therein and within the Findings of Fact and Conclusions of Law [Doc. 18], should be ratified, approved and confirmed. The Court further finds that reasonable public and

municipal services will be rendered in the annexed territory by the City of Hattiesburg, Mississippi, within a reasonable time.

**IT IS THEREFORE ORDERED AND ADJUDGED** that the *Complaint in the Nature of a Petition for Ratification, Approval and Confirmation of an Ordinance Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Hattiesburg, In Forrest County, Mississippi*, and the Annexation Ordinance adopted on April 22, 2025, in total, are reasonable under the totality of the circumstances, and the same are hereby approved, ratified and confirmed in its entirety.

**IT IS FURTHER ORDERED AND ADJUDGED** that the proposed enlargement of the boundaries of the City of Hattiesburg, Mississippi, is required by the public convenience and necessity and that reasonable public and municipal services will be rendered in the annexed territory within a reasonable time.

**IT IS FURTHER ORDERED AND ADJUDGED** that the annexation areas approved, ratified and confirmed hereby are as follows:

**CITY OF HATTIESBURG  
2025 PROPOSED ANNEXATION AREA "PAA 1"  
Hunter's Point**

1. The Southeast 1/4 of the Southeast 1/4 of Section 27, T-5-N, R-14-W, Forrest County, Mississippi.

**CITY OF HATTIESBURG  
2025 PROPOSED ANNEXATION AREA "PAA 2"  
Sullivan Kilrain #1**

1. Beginning at the Southwest Corner of the Southeast 1/4 of the Northwest 1/4, Section 6, T-3-N, R-13-W, Forrest County, Mississippi;

2. thence run North 00°52'29" East along the West line of said Southeast 1/4 of the Northwest 1/4 for 670.47 feet to a 4-1/2" round concrete monument, said point lying on the present corporate limits of the City of Hattiesburg;
3. thence following along said present corporate limits run South 87°39'06" East for 940.43 feet more or less to a 4-1/2" round concrete monument on the West Right of Way of U.S. Highway 11;
4. thence run Southwesterly along said West Right-of-Way for 252.00 feet more or less;
5. thence run South 89°25'02" East for 106.82 feet, more or less, to the East Right-of-Way of U.S. Highway No. 11;
6. thence continue South 89°25'02" East for 594.50 feet;
7. thence leaving said present corporate limits run South 24°16'40" West for 459.74 feet to the South line of the Southwest 1/4 of the Northeast 1/4, Section 6, T-3-N, R-13-W;
8. thence run South 89°34'11" West along said South line for 55.78 feet to the Southwest Corner of said Southwest 1/4 of the Northeast 1/4;
9. thence run South 89°14'34" West along the South Line of said Southeast 1/4 of the Northwest 1/4 of said Section to the East Right of Way line of U.S. Highway 11;
10. thence run West along said South line for 109 feet more or less to the West Right of Way line of U.S. Highway 11;
11. thence run South 89°14'34" West along said South line for 699.57 feet to the Point of Beginning.

**CITY OF HATTIESBURG**  
**2025 PROPOSED ANNEXATION AREA "PAA 3"**  
**Sullivan Kilrain #2**

1. Commencing at a 4-1/2" round concrete monument representing the SW corner of the NE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi;
2. thence run East along the South line of said Northeast 1/4 of the Northwest 1/4 for 815 feet more or less, to the Point of Beginning, said point lying on the present corporate limits of the City of Hattiesburg;
3. thence run North for 765.8 feet;
4. thence continue North for 560.5 feet more or less to the North line said Section 6, and a point lying on the present corporate limits of the City of Hattiesburg;
5. thence following along said present corporate limits run East along said North line to the Northwest Corner of the Northwest 1/4 of the Northeast 1/4 of said Section 6;
6. thence run South 88°16'08" East for 38.02 feet to the intersection of said North line and the West Right-of-Way of Sullivan-Kilrain Road;
7. thence run South 09°06'09" East along said West margin line for 567.83 feet;

8. thence run South 09°27'32" East along said West margin line for 155.01 feet to the West Right-of-Way of U.S. Highway No. 11;
9. thence run Southwesterly along said West Right-of-Way for 571.50 feet, more or less, to the South line of said Northeast 1/4 of the Northwest 1/4;
10. thence run South 89°05'44" West along said South line for 408.44 feet more or less, to the Point of Beginning.

**IT IS FURTHER ORDERED AND ADJUDGED** that the areas shaded in light red on the map attached hereto as Exhibit "A" reflect the territory which is hereby included within the corporate boundaries of the City of Hattiesburg, Mississippi

**IT IS FURTHER ORDERED AND ADJUDGED** that the boundaries of the City of Hattiesburg, Mississippi, as altered by the addition and annexation of said territory and as referenced in the Findings of Fact and Conclusions of Law, shall and do hereby embrace the following described territory in Forrest County, Mississippi:

**CITY OF HATTIESBURG  
RESULTANT CORPORATE LIMITS**

1. Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi, and
2. thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3;
3. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River;
4. thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W;
5. thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W;
6. thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6;
7. thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49;
8. thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W;

9. thence run West to the intersection with the Western ROW line of U.S. Highway No. 49;
10. thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98;
11. thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the Western margin line of the Walker Road;
12. thence run Northerly with and along said extension and along the Western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road;
13. thence run Northwesterly along the Western margin line of Carter Pitt Road to its intersection with the Western margin line of the Elks Lake Road;
14. thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W;
15. thence run West along the North line of Section 3, 4 and 5, all in T-3-N, R-13-W, to the NE Corner of the NW-1/4 of said Section 5;
16. thence run South to the NW corner of the SW-1/4 of the SE-1/4 of said Section 5;
17. thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE corner of the said SW-1/4 of the SE-1/4;
18. thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE corner of said quarter, also being the South line of said Section 5;
19. thence run West along said South line to the intersection of said South line and the Southern ROW line of Jervis Mims Road;
20. thence run Northwesterly along said ROW line to the intersection with the Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4;
21. thence run South to the SE Corner of the SW-1/4 of said Section 5;
22. thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59;
23. thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line;
24. thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet, more or less, to the East line of the Graham's Pine Acres Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County;
25. thence run N34°02'44"W 74.33 feet, more or less, to the SE corner of Lot 1 of said Subdivision;
26. thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet, more or less, to the NE corner of said Lot 1;
27. thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision;
28. thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision;

29. thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision;
30. thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet;
31. thence run N38°57'10"W for 99.67 feet;
32. thence run S72°27'16"W for 100.00 feet;
33. thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision;
34. thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6;
35. thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision;
36. thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision;
37. thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8;
38. thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road;
39. thence run Southwesterly for 37.43 feet, more or less, to the West margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property;
40. thence run South 69°24'05" West for 241.42 feet;
41. thence run South 28°37'30" East for 350.00 feet;
42. thence run South 67°58'41" West for 181.60 feet;
43. thence run South 39°02'26" East for 249.49 feet;
44. thence run South 24°18'54" West for 193.28 feet;
45. thence run South 24°16'40" West for 459.74 feet to the South line of the Southwest 1/4 of the Northeast 1/4, Section 6, T-3-N, R-13-W;
46. thence run South 89°34'11" West along said South line for 55.78 feet to the Southwest Corner of said Southwest 1/4 of the Northeast 1/4;
47. thence run South 89°14'34" West along the South Line of the Southeast 1/4 of the Northwest 1/4 of said Section to the East Right of Way line of U.S. Highway 11;
48. thence run West along said South line for 109 feet, more or less, to the West Right of Way line of U.S. Highway 11;
49. thence run South 89°14'34" West along said South line for 699.57 feet to the Southwest Corner of said Southeast 1/4 of the Northwest 1/4, of Section 6, T-3-N, R-13-W;
50. thence run North 00°52'29" East along the West line of said Southeast 1/4 of the Northwest 1/4 for 670.47 feet to a 4-1/2" round concrete monument;
51. thence run N00°41'57"E for 607.52 feet, more or less, to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi;

52. thence run East along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 6 for 815 feet more or less;
53. thence run North for 765.8 feet;
54. thence continue North for 560.5 feet, more or less, to the North line said Section 6;
55. thence run West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line;
56. thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59;
57. thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195, of the land records of Lamar County, Mississippi;
58. thence run West along the South line of said property to the Southwest corner thereof;
59. thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Richburg Road;
60. thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi;
61. thence run North along and with said East line to the North line of said Section 25;
62. thence run West along said North line to the Northwest corner of the Northeast 1/4 of said Section 25;
63. thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest 1/4 of said Section 24;
64. thence run West along and with the South line of said Northwest 1/4 to the Southwest corner of said Northwest 1/4 of Section 24;
65. thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County, Mississippi;
66. thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi;
67. thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road;
68. thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439;
69. thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West;

70. thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western ROW line of Oak Grove Road;
71. thence run Northeasterly along the said Western ROW line for 447.95 feet, more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi;
72. thence run N41°44'03"W for 115.09 feet;
73. thence run N48°22'37"E for 143.23 feet;
74. thence run S41°37'57"E for 115.30 feet, more or less, to the Western ROW line of said Oak Grove Road;
75. thence run Northeasterly along said ROW for 45.38 feet, more or less, to an iron pin described in said Deed Book and Page;
76. thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi;
77. thence run N04°00'00"E for 214.00 feet;
78. thence run S71°00'00"E for 298.30 feet, more or less, to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi;
79. thence run along said ROW line for 161.49 feet, more or less, to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi;
80. thence run N81°33'00"W for 198.48 feet, more or less, to the edge of a former pond;
81. thence run Northwesterly and along the edge of said former pond for 169.39 feet as described in said Deed Book 18-D, Page 175;
82. said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet;
83. thence N56°19'00"E for 91.30 feet;
84. thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414;
85. said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi, from said point run N08°05'00"E for 231.00 feet, more or less, to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
86. thence run West along said South line for 236.57 feet, more or less, to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4;
87. thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet;
88. thence run East for 147.60 feet;
89. thence run North for 147.60 feet;

90. thence run East for 630.94 feet, more or less, to the Western ROW line of Weathersby Road;
91. thence continue East for 115.11 feet, more or less, to the Eastern ROW line of Oak Grove Road;
92. thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet, more or less, to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
93. thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West;
94. thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 4 North, Range 14 West;
95. thence run East along and with the North line of the South  $\frac{1}{4}$  of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59;
96. thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with Southern right-of-way of Oak Grove Road (Old Highway No. 11);
97. thence run Southwesterly along the Southern ROW line of Oak Grove Road (Old Highway No. 11) for 800 feet, more or less, to a point being 80 feet due West of the West line of Foxgate Avenue;
98. thence run South for 399.80 feet;
99. thence run East for 80 feet to a point on the West line of Foxgate Avenue;
100. thence run South along the West line of Foxgate Avenue for 1037.90 feet to a point on the North line of Fox Terrace;
101. thence run West along the North line of Fox Terrace for 346 feet;
102. thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi;
103. thence run West along the South line of said Section 12 for 20.70 feet;
104. thence run North for 140 feet;
105. thence run West for 70 feet;
106. thence run South for 140 feet;
107. thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision;
108. thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet;
109. thence run East for 95.50 feet to a point on the West line of the SW-1/4 of the SE-1/4 of said Section 12;
110. thence run North along the West line of the said SW-1/4 of the SE-1/4 for 449.80 feet to the intersection with the Southern ROW line of Oak Grove Road (Old Highway No. 11);

111. thence run Southwesterly along the Southern ROW line of said Oak Grove Road (Old Highway No. 11) to the intersection with the extension of the Western ROW line of Westover Drive;
112. thence run North along the West ROW line of Westover Drive and its extension to a point where said ROW widens;
113. thence run S36°20'00"W along said ROW line of the widening of Westover Drive and Oak Grove Road (Old Highway No. 11) for 216.40 feet;
114. thence run N28°58'00"W for 157.20 feet;
115. thence run S61°02'00"W for 150 feet;
116. thence run S28°50'00"E for 200 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11);
117. thence run S55°32'00"W along said Northern ROW line for 180.40 feet;
118. thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet;
119. thence run S89°00'00"W for 239 feet, record 238.70 feet;
120. thence run S12°15'00"E for 460 feet, to the Northern ROW line of Oak Grove Road (Old Highway No. 11);
121. thence run S60°57'00"W along said Northern ROW line for 614.90 feet;
122. thence run North for 140 feet;
123. thence run West for 110 feet;
124. thence run North for 558.61 feet;
125. thence run West for 312 feet;
126. thence run South for 208 feet;
127. thence run East for 211.30 feet to the West line of North Cox Avenue;
128. thence run S09°45'00"E along said West line of North Cox Avenue for 50.50 feet;
129. thence run West for 195 feet;
130. thence run South for 210 feet;
131. thence run S04°45'00"E for 82.20 feet;
132. thence run S65°39'00"W for 204.90 feet;
133. thence run S21°21'00"E for 345 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11);
134. thence run Southwesterly along said Northern ROW line of Oak Grove Road (Old Highway No. 11) for 193 feet;
135. thence run N23°30'00"W for 577.50 feet;
136. thence run West for 290 feet;
137. thence run S67°00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi;
138. thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE- 1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi;
139. thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof;

140. thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11;
141. thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89°16'50"W and is 660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re-established by a decree in Chancery Court;
142. thence run S00°43'10"E for 68.53 feet;
143. thence run S87°46'50"W for 36.20 feet;
144. thence run S43°10'50"W for 99.80 feet;
145. thence run S31°53'50"W for 70.40 feet;
146. thence run S02°13'10"E for 84.80 feet;
147. thence run S34°57'10"E for 36 feet;
148. thence run N87°46'50"E for 21.30 feet;
149. thence run S01°07'58"W for 138.32 feet;
150. thence run S18°53'16"W for 78.60 feet;
151. thence run West for 206.35 feet;
152. thence run North for 193.08 feet;
153. thence run West for 324.27 feet to the East R.O.W. of Weathersby Road;
154. thence run South along said East R.O.W. for 257 feet, more or less, to the intersection with an Easterly extension of the North line of Southern Lane North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County;
155. thence run West 31 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and said North line at the Northwest corner of said subdivision;
156. thence run South 89°52'01" West along said North line of said subdivision for 409.43 feet to the Northwest corner of said subdivision;
157. thence run South 89°58'52" West for 229.20 feet;
158. thence run South 00°51'47" West for 10.14 feet;
159. thence run North 89°52'59" West 81.11 feet, more or less, to the East line of Lakewood Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County;
160. thence run North 00°24' East along said East line to the Northeast Corner of Lot 13 of said subdivision;
161. thence run West 281.0 feet along the North line of said Lot 13 to the East R.O.W. of Lakewood Drive;
162. thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive;
163. thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood Subdivision;

164. thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15;
165. thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision;
166. thence run South 89°41'45" West for 9.48 feet;
167. thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive;
168. thence run North 89°47'22" West for 276 feet;
169. thence run South 00°25'21" East for 662.94 feet;
170. thence run North 89°47'22" West for 1,098.23 feet;
171. thence run North 04°54'02" West for 62.64 feet;
172. thence run North 01°19'32" West for 290.54 feet;
173. thence run North 00°27'46" East for 153.54 feet;
174. thence run North 00°17'04" East for 74.56 feet;
175. thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11;
176. thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE ¼ of the NW ¼ of said Section 15;
177. thence run South a distance of 1320 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of said Section 15;
178. thence run West a distance of 900 feet, more or less, to a point on the South line of the NE ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which point is 1705.50 feet East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi;
179. thence run South 660 feet;
180. thence run S89°52'27"E for 287.75 feet;
181. thence run S03°23'30"E for 661.24 feet;
182. thence run S89°58'52"E for 1818.24 feet;
183. thence run S00°49'39"E for 1218.905 feet;
184. thence run S88°56'03"W 278.02 feet;
185. thence N02°33'32"W for 85.55 feet;
186. thence run N52°08'30"W for 126.78 feet;
187. thence run N30°03'53"E for 53.56 feet;
188. thence run N73°04'19"W for 155.05 feet;
189. thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road);
190. thence run N68°11'11"W along said North margin for 336.88 feet;

191. thence run N00°02'27"E for 177.69 feet;
192. thence run S89°46'05"W for 209.74 feet;
193. thence run S00°09'44"E for 105.00 feet to said North margin;
194. thence run N71°32'27"W along said North margin line for 164.00 feet;
195. thence run N00°47'48"W for 210.00 feet;
196. thence run N72°06'30"W for 104.85 feet to a point on the West line of the said NW ¼ of the SE ¼ of said Section 15;
197. thence run S01°34'07"W for 212.21 feet, to the said North margin line;
198. thence run N71°40'19"W along said North margin line for 502.495 feet;
199. thence continue along said North margin line N71°24'03"W for 200.04 feet;
200. thence run N00°20'21"E for 667.21 feet to the South line of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi;
201. thence run N89°52'27"W on and along said South line 232.76 feet;
202. thence run South for 382 feet;
203. thence run North 60°02'00" West for 340.60 feet;
204. thence run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road;
205. thence run Northwesterly on and along said Right-of-Way for 1031.16 feet;
206. thence run North 190.05 feet;
207. thence run North 70°04'11" West for 165.74 feet;
208. thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
209. thence run East for 900 feet, more or less, to the NE corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
210. thence run North for 660 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
211. thence run West for 667.73 feet, more or less, to the SW corner of the NE ¼ of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
212. thence run North on and along the West line of the NE ¼ of the NW ¼ of the NW ¼ of said Section 15 for 260 feet;
213. thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page);
214. thence run South for 205.02 feet, more or less, to the SE corner of said property;
215. thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road;

216. thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi;
217. thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 16;
218. thence run South  $00^{\circ}17'42''$  East for 1146.04', more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi;
219. thence run South  $00^{\circ}31'52''$  East on and along the East line of said property for 178.83 feet, more or less, to the Northwest corner of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 16, T-4-N, R-14-W, Lamar County Mississippi;
220. thence run Easterly along the North line of the said SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  for 1276.80 more or less to the Western ROW line of Hegwood Drive;
221. thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet, more or less, to the Northern ROW line of Lincoln Road Extension;
222. thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension;
223. thence run Southwesterly and along said Southern ROW line for 516.25 feet, more or less, to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said lease property;
224. thence run South  $00^{\circ}19'40''$  East for 231.22 feet, more or less, to the SE corner of said property;
225. thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi;
226. thence run South for 1309.60 feet, more or less, to the SE corner of said property;
227. thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11);
228. thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West;
229. thence run West along and with said South line to the SW corner of said Section 16;
230. thence run North along and with said West line of Section 16, Township 4 North, Range 14 West, to the intersection with the East line of Section 17, same as the West line of said Section 16, Township 4 North, Range 14 West and the Southern most Right-of-Way (ROW) line of U.S. Highway No. 98;
231. from said point of intersection run Southwesterly on and along said Southern ROW line for 3185.60 feet, more or less, to a point that is 240 feet due South of the Southwest corner of Lot No. 78 of the Lake Serene North Subdivision as per map or

- plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi;
232. thence run North for 240 feet to the said Southwest corner of Lot 78 of said platted subdivision, said point being a point on the Northern most ROW line of U.S. Highway No. 98;
  233. thence run N05°35'21"W along the West line of said Lot 78 for 474.00 feet, more or less, to the Northwest corner of said Lot 78;
  234. from said Northwest corner run in an Easterly direction on and along the Northern boundary line of Lots 78, 77, 76 and 75 of the said Lake Serene North Subdivision for 760.00 feet, more or less, to the Northwesterly corner of Lot 73 of said subdivision;
  235. thence run N65°30'00"E along the Northern line of said Lot 73 for 477.30 feet, more or less, to the Northeasterly corner of lot 73 and the Western ROW line of Barracuda Drive;
  236. thence run Northeasterly at right angles and perpendicular to the Northeastern ROW line of Barracuda Drive for 50 feet;
  237. thence run Northwesterly on and along the said ROW line for 63.37 feet, more or less, to the Northwest corner of Lot 58 of the Rolling Hills Subdivision, a platted subdivision in Lamar County, Mississippi, said point also being a point on the Southern ROW line of Windlass Drive;
  238. thence run N56°13'00"E on and along said Southern ROW line of Windlass Drive for 120.10 feet to the beginning of an 18°30'00" curve to the right;
  239. thence run along the arc of said curve and said ROW line for 119.65 feet;
  240. thence run S12°17'00"E for 293.29 feet, more or less, to the South line of said Lot 58;
  241. thence run N86°55'00"E along the South line of said Lot 58 for 235.55 feet, more or less, to the Southeast corner of said Lot 58 of said subdivision;
  242. thence run N86°39'00"E along the South line of Lot 59 of said subdivision for 330.00 feet, more or less, to the SE corner of said Lot 59 of said subdivision;
  243. thence run N87°21'00"E along the South line of Lot 60 of said subdivision for 110 feet;
  244. thence run N89°58'00" E for 473.10 feet along the South line of said Lot 60, said South line also being the North line of Lots 61 and 62 of the said Rolling Hills Subdivision, to the Western ROW line of said Windlass Drive;
  245. thence continue N89°58'00"E for 50 feet, more or less, to the Eastern ROW line of said Windlass Drive;
  246. thence run Southeasterly along said Eastern ROW line for 195.00 feet, more or less, to the Northwest corner of Lot 44 of the said Rolling Hills Subdivision;

247. thence run N48°52'00"E along the Northwest line of said Lot 44 for 530.80 feet, more or less, to the Northeast corner of said Lot 44, said point also being the Northwest corner of Lot 43 of the said subdivision;
248. thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet, more or less, to the East line of the SE ¼ of the SE ¼, Section 8, T-4-N, R-14-W, Lamar County, Mississippi;
249. thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi;
250. thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi;
251. thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi;
252. thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road;
253. thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12Y page 599;
254. thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof;
255. thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West;
256. thence run East along the North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W;
257. thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street;
258. thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet;
259. thence run S 06°50'51" W for 10.94 feet;
260. thence run S 01°24'52" W for 40.55 feet;
261. thence run S 01°15'31" W for 51.15 feet;
262. thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2;
263. thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59;

264. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi;
265. thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14-W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi;
266. thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad);
267. thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar;
268. thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar;
269. thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼" of Section 2;
270. thence run S00°42'36"W along West Line for 92.73 feet, more or less, to the South Right-of-Way of Longleaf Trace (Rails to Trails);
271. thence run in a Northwesterly direction along said South Right-of-Way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace (Rails to Trails);
272. thence run S 00°04'43" W for 393.53 feet;
273. thence run N 89°58'08" W for 1299.26 feet;
274. thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road;
275. thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace (Rails to Trails);
276. thence run North along said East Right-of-Way for 100' to the North Right-of-Way of the Longleaf Trace (Rails to Trails);
277. thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet;
278. thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi;
279. thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, T-5-N, R-14-W;
280. thence run North to the NW Corner of said Section 33;
281. thence run East along the North line of said Section 33 to a point that is 430.00 feet due West of the NE corner of Section 33;
282. thence run North for 120.00 feet;
283. thence run East for 430.00 feet;
284. thence run South for 120.00 feet to the NE corner of said Section 33;
285. thence run East along the North line of Section 34, T-5-N, R-14-W to the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 27, T-5-N, R-14-W,

286. thence run North along the West line of said Southeast 1/4 of the Southeast 1/4 to the Northwest Corner of said Southeast 1/4 of the Southeast 1/4;
287. thence run East along the North line of said Southeast 1/4 of the Southeast 1/4 to the Northeast Corner of said Southeast 1/4 of the Southeast 1/4;
288. thence run South along the East line of said Section 27 to the Southeast Corner of said Section;
289. thence run East along the North lines of Section 35 and 36, T-5-N, R-14-W, to the NW Corner of the NE-1/4 of said Section 36;
290. thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, T-5-N, R-14-W;
291. thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25;
292. thence run North for 630 feet;
293. thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4;
294. thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49;
295. thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet;
296. thence run S 35°43' W to the Northeasterly margin line of Old Rawls Springs Road;
297. thence run Northwesterly along said Northeasterly margin line for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County;
298. thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49;
299. thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W;
300. thence run West along the South line of Section 24 and 23, both in T-5-N, R-14-W, to the intersection with the Northeasterly margin line of the Old Rawls Springs Road;
301. thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet;
302. thence run N79°09'E for 183.8 feet;
303. thence run N80E for 115 feet;
304. thence run N30°W for 105 feet;
305. thence run N80°E for 135 feet;
306. thence run N00°34'E for 520 feet to the Southwesterly R.O.W. line of U.S. Highway No. 49;
307. thence run Northwesterly along the Southwesterly ROW line of said Highway to its intersection with the North line of Section 15, T-5-N, R-14-W;

308. thence run East along the North line of Section 15 to a point being 750 feet East of the NW Corner of the NE-1/4 of said Section 15;
309. thence run South for 625 feet;
310. thence run S46°15'W for 75 feet;
311. thence run South for 275 feet;
312. thence run S46°15'W for 630 feet, more or less, to the intersection with the Northeasterly R.O.W. line of U.S. Highway No. 49;
313. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the North line of the S-1/2 of the N-1/2 of the SW-1/4 of the NE-1/4 of said Section 15;
314. thence run East to the East line of said Section 15;
315. thence run North to the SW Corner of the N-1/2 of the NW-1/4 of the NW-1/4 of Section 14, T-5-N, R-14-W;
316. thence run East to the SE Corner of the N-1/2 of the said NW-1/4 of the NW-1/4 of said Section 14;
317. thence run North to the NE Corner of the said NW- 1/4 of the NW-1/4;
318. thence run East to the Southwesterly bank of Bouie River;
319. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Northern line of an oxbow marking the former course of the Bouie River in the North 1/2 of the Southeast 1/4 of said Section 14;
320. thence run Southwesterly along said Northern line to its intersection with the North line of the S-1/2 of the S-1/2 of said Section 14;
321. thence run West to a point 370 feet West of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14;
322. thence run South to the intersection with the Southern margin line of the Peps Point Road;
323. thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49;
324. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek;
325. thence run Easterly along the centerline of Big Creek to its intersection with the Southwesterly Bank of Bouie River;
326. thence run Southeasterly along the Southwesterly Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

A map reflecting the enlarged corporate boundaries of the City of Hattiesburg, Mississippi (a copy of which is attached hereto as Exhibit "A") shall be filed with the Chancery Court of Forrest County, Mississippi after the filing of this Final Decree.

**IT IS HERBY ORDERED, ADJUDGED, AND DECREED** that the clerk of this Court shall, after expiration of ten (10) days from this date, if no appeal shall be taken from this Final Decree, forward to the Mississippi Secretary of State a certified copy of this Final Decree, which shall be filed in the office of the Secretary of State and remain a permanent record thereof as required by law under Miss. Code Ann. § 21-1-39; and that the City of Hattiesburg, Mississippi, shall furnish to the clerk of this Court a map or plat of the boundaries of the City of Hattiesburg, Mississippi, as herein approved, ratified and confirmed, which map or plat shall be filed in this cause and recorded by the Chancery Clerk in the official plat book of Forrest County under Miss. Code Ann. § 21-1-41.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties shall bear their own costs.

**ORDERED, ADJUDGED, AND DECREED** this the 18<sup>th</sup> day of November, 2025.

*Sheila H. Smallwood*  
\_\_\_\_\_  
CHANCELLOR SHEILA H. SMALLWOOD

**ORDER PREPARED BY:**

John P. Scanlon, Esq. [MSB #101943]  
MILLS, SCANLON, DYE & PITTMAN  
800 Avery Blvd. North, Suite 101  
Ridgeland, MS 39157  
Telephone: (601) 957-2600  
Facsimile: (601) 957-7440  
[iscanlon@millscanlon.com](mailto:iscanlon@millscanlon.com)

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J. Chadwick Mask, MSB #10621  
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4270 I-55 North, Suite 200 (39211)  
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[cmask@cwplaw.com](mailto:cmask@cwplaw.com)

*Special Counsel for the City of Hattiesburg, Mississippi*

Moran M. Pope III, Esq. [MSB #4441]  
Pope & Pope, P.A.  
Post Office Box 17527  
Hattiesburg, MS 39404-7527  
[randypope@popelaw.com](mailto:randypope@popelaw.com)

*General Counsel for the City of Hattiesburg, Mississippi*



STATE OF MISSISSIPPI  
COUNTY OF FORREST

I, Lance C. Reid, Chancery Clerk of Forrest County,  
do hereby certify that the foregoing is a true and correct copy of

Final Decree Approving, Ratifying and Confirming the Enlargement of the Boundaries of the  
as the same appears on record in my office in Book 18CH1:25-cv-259-SM City of Hattiesburg, MS

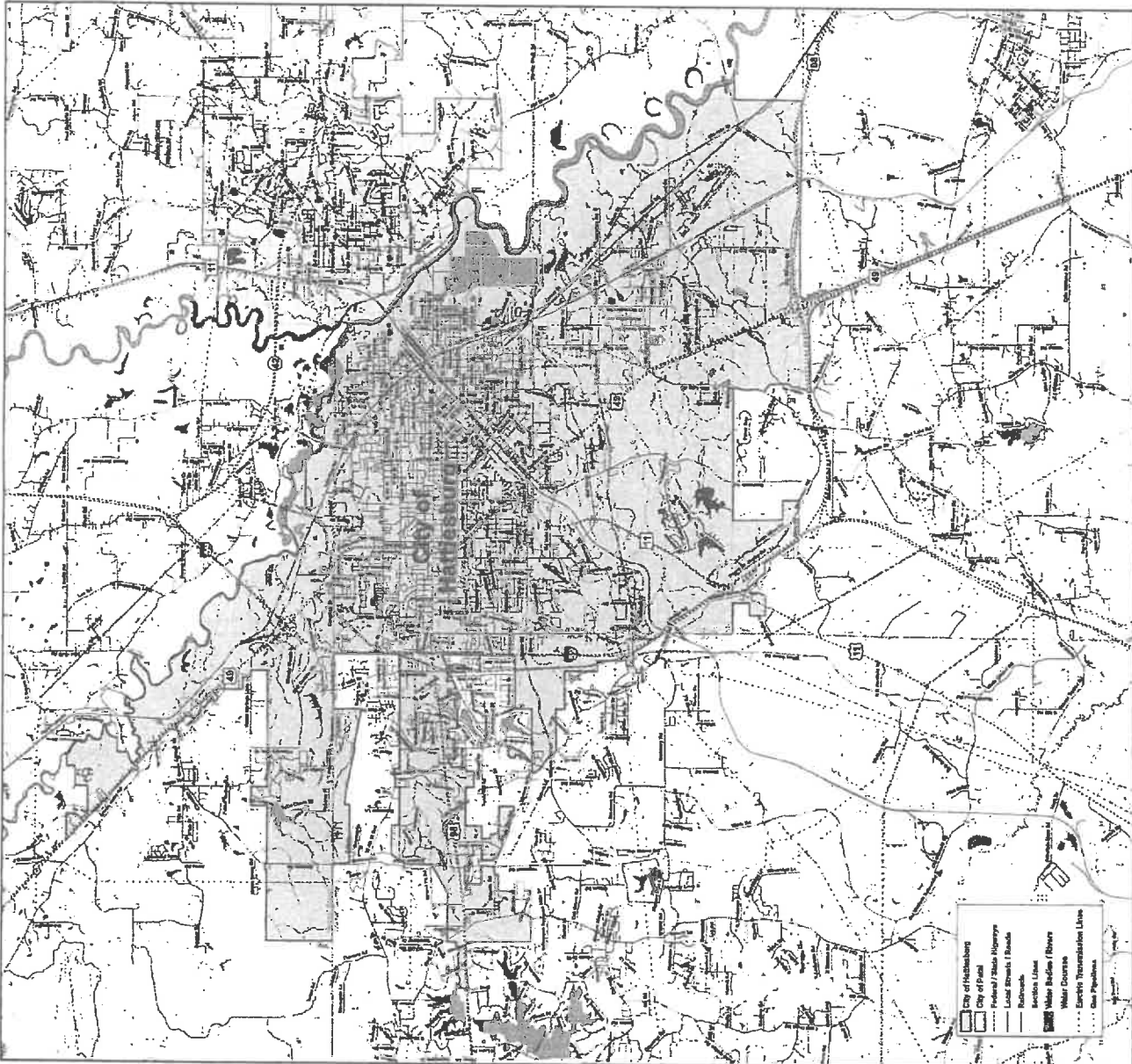
page Document # 20

Given under my hand and official seal on this the 27

day of February, 2026.

LANCE C. REID, Chancery Clerk

By: Sandra Bounds PC



Client Reference:  
 WATSON, City of Hattiesburg,  
 Project # 2025-0001,  
 Bridge & Watson, Inc.  
 November 18, 2025



**City of Hattiesburg as Enlarged  
 November 2025 EXHIBIT "A"**

**BRIDGE & WATSON INC.**  
 SURVEY PLANNING ENGINEERS - ARCHITECTS  
 11403 W. STATE STREET, SUITE 200, HATTIESBURG, MISSISSIPPI 39401  
 PHONE: 601.266.1111 FAX: 601.266.1112  
 WWW.BRIDGEANDWATSON.COM



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Acknowledge and accept Quitclaim Deed from the University of Southern Mississippi Foundation to the City of Hattiesburg for Forrest County property located at PPIN 40055, Parcel # 2-037E-14-010.00.  
File Number: 2026-235  
Minute Book #

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## Summary

Acknowledge and accept Quitclaim Deed from the University of Southern Mississippi Foundation to the City of Hattiesburg for Forrest County property located at PPIN 40055, Parcel # 2-037E-14-010.00.

## Recommendation Statement

I recommend the acceptance of this property.

Please place this on the April 7, 2026 City Council meeting for consideration.

---

Prepared By, Record and  
Return to:

Pope & Pope, P.A.  
Moran M. Pope, III  
MS Bar No. 4441  
P.O. Box 17527  
Hattiesburg, MS 39404

(601)402-4543

**INDEXING INSTRUCTIONS:**

**SW ¼ of Section 14, T4N, R13W, Forrest County,  
Mississippi.**

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**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**,

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI FOUNDATION**

**A Mississippi non-profit corporation,**

**118 College Drive, #5210**

**Hattiesburg, MS 39406**

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:

See Exhibit "A" attached.

WITNESS MY SIGNATURE, on this, the 13<sup>th</sup> day of March  
\_\_\_\_\_, A.D., 2026.

THE UNIVERSITY OF SOUTHERN  
MISSISSIPPI FOUNDATION

By: Stace Mercier  
STACE MERCIER, EXECUTIVE DIRECTOR

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of March, A.D., 2026, within my jurisdiction, the within named **STACE MERCIER** who acknowledged that she is Executive Director of The University of Southern Mississippi Foundation, and that in said representative capacity, she executed the above and foregoing instrument after first having been duly authorized so to do.



Mary Ann Parrish  
NOTARY PUBLIC  
My Commission Expires: 10/29/2029

## EXHIBIT "A"

### Legal Description

Commence at the intersection of the East right-of-way line of former Mississippi Central Railroad, now Illinois Central Railroad Company, and the South line of Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi, and run East for 394.80 feet; thence run North for 568.20 feet to a 3/4" rebar; thence run North 29 degrees 00 minutes 00 seconds East for 648.20 feet to a 3/4" rebar; thence run North for 69.26 feet to a 3/4" iron pipe and the point of beginning; from the point of beginning run North 41 degrees 51 minutes 51 seconds West for 148.43 feet to a 3/4" iron pipe; thence run West for 386.23 feet to the centerline of Burkett's Creek; thence run North 38 degrees 48 minutes 25 seconds East along said centerline for 74.49 feet; thence run South 74 degrees 47 minutes 46 seconds East along said centerline for 87.84 feet; thence run North 04 degrees 05 minutes 06 seconds East along said centerline for 34.62 feet; thence run North 24 degrees 01 minute 20 seconds West along said centerline for 56.45 feet; thence run South 86 degrees 04 minutes 40 seconds East along said centerline for 109.90 feet; thence run North 33 degrees 48 minutes 48 seconds East along said centerline for 131.99 feet; thence run North 84 degrees 34 minutes 27 seconds East along said centerline for 89.81 feet; thence run North 51 degrees 06 minutes 13 seconds East along said centerline for 110.41 feet; thence run South for 420.74 feet back to the point of beginning, said parcel of land is part of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains 1.84 acres, more or less.

BOOK 718 PAGE 056



# 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, April 7, 2026  
**Re:** Approve and authorize the release of a Request for Proposals (RFP) for CDBG Public Services activities within the Community Development Division.  
File Number: 2026-242  
Minute Book #

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## Summary

Approve and authorize the release of a Request for Proposals (RFP) for CDBG Public Services activities within the Community Development Division.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

**PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
NOTICE OF FUNDING AVAILABILITY  
CDBG PUBLIC SERVICE ACTIVITIES  
CITY OF HATTIESBURG**

NOTICE is hereby given that the City of Hattiesburg is accepting proposals from qualified nonprofit organizations and eligible entities to provide public service activities funded through the Community Development Block Grant (CDBG) Program. Programs must benefit low-to-moderate-income residents and address identified community needs in accordance with the U. S. Department of Housing and Urban Development (HUD) regulations.

Request for Proposals (RFP) will be received no later than 10:00 a.m. (CST), Thursday, April 30, 2026, in the City Clerk's Office in City Hall. Full RFP details, eligibility requirements, and application instructions are available at: <https://www.hattiesburgms.com/public-notices/>.

Completed proposals should be mailed or hand-delivered to the following address: City of Hattiesburg, Office of the Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403-1898, (601) 545-4552.

Each proposal must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – CDBG Public Service" and the DATE OF BID OPENING ("Thursday, April 30, 2026").

PUBLISHED by Order of the Council on this, the 7th day of August, 2026.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton  
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, April 9, 2026, and April 16, 2026



## **Public Service Activities Community Development Block Grant (CDBG) Program**

### **I. Introduction**

The City of Hattiesburg, through its Community Development Block Grant (CDBG) Program funded by the U.S. Department of Housing and Urban Development (HUD), is soliciting proposals from qualified nonprofit organizations and eligible entities to provide public service activities that benefit low- to moderate-income (LMI) residents.

The City of Hattiesburg allocated approximately \$60,000 in CDBG funds for Public Service activities for Program Year 2025, subject to final HUD allocation and City Council approval.

### **II. Purpose**

The purpose of this RFP is to identify and fund public service programs that:

- Address community needs identified in the City's Consolidated Plan
- Primarily benefits low- to moderate-income individuals and households
- Provide measurable outcomes and community impact

Eligible activities must comply with 24 CFR 570.201(e).

### **III. Eligible Applicants**

Applicants must meet the following criteria:

- Be a nonprofit organization with 501(c)(3) status or an eligible public entity
- Be in good standing with federal, state, and local requirements
- Demonstrate experience in delivering similar services
- Have the capacity to comply with federal grant requirements, including reporting and recordkeeping.

### **IV. Eligible Activities**

Public service activities may include, but are not limited to:

- Youth and senior services
- Employment and job training programs
- Health and wellness services
- Homeless prevention or supportive services
- Services for special populations (e.g., disabled, victims of domestic violence)

All activities must meet a national objective, primarily benefiting LMI persons.

### **V. Funding Availability**

Funding amounts are determined based on the City's annual CDBG allocation and the 15% public service cap.

The City reserves the right to:



- Fund all, part, or none of any proposal
- Negotiate scope and funding amounts
- Reject any or all proposals

Award amounts may vary based on the number and quality of applications received.

## **VI. Term of Funding**

Funding awarded under this RFP will be provided for a period of one (1) year from the date of execution of the subrecipient agreement.

The term of funding is not tied to the calendar year and will begin upon full execution of the agreement by all parties.

All activities must be completed within the approved term unless otherwise authorized in writing by the City.

Funding is contingent upon:

- Availability of CDBG funds
- City Council approval
- Execution of a subrecipient agreement

The City reserves the right to modify, suspend, or terminate the agreement in accordance with applicable federal regulations and program requirements.

## **VII. Proposal Requirements**

Proposals must include the following:

### **A. Organizational Information**

- Organization name, address, and contact information
- Proof of nonprofit status (if applicable)
- Mission statement and organizational history

### **B. Program Description**

- Description of proposed public service activity
- Target population and service area
- Explanation of how the program meets a CDBG national objective

### **C. Outcomes and Impact**

- Measurable goals and expected outcomes
- Number of beneficiaries to be served
- Method of tracking performance

### **D. Budget**

- Detailed program budget
- Amount of CDBG funds requested
- Other funding sources (if applicable)



#### **E. Capacity and Experience**

- Organizational experience administering similar programs
- Staffing and qualifications

#### **F. Compliance Acknowledgement**

- Ability to comply with federal requirements, including:
  - Recordkeeping and reporting
  - Nondiscrimination requirements
  - Financial management standards

### **VIII. Submission Requirements**

Proposals must be received no later than 10:00 AM CST on April 30, 2026. Proposals received after this deadline will not be considered. Proposals shall be submitted to the City of Hattiesburg, Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403-1898, (601) 545-4552.

All proposals must be submitted in a sealed envelope clearly labeled in the lower left-hand corner with: **“Request for Proposals – CDBG Public Services. Bid Opening Date: Thursday, April 30, 2026”**

### **IX. Evaluation Criteria**

Proposals will be evaluated based on:

- Alignment with community needs and CDBG priorities
- Benefit to low- to moderate-income persons
- Feasibility and clarity of program design
- Organizational capacity and experience
- Budget reasonableness
- Measurable outcomes and impact

The City reserves the right to request additional information or clarification during the evaluation process.

### **X. General Conditions**

This RFP does not commit the City to award funding.

All costs incurred in proposal preparation are the responsibility of the applicant.

The selected entity will be required to enter into a subrecipient agreement.

Entities must comply with all applicable federal regulations, including those set forth by HUD

### **XI. Contact Information**

For questions regarding this RFP, please contact:

City of Hattiesburg - Community Development Division

[cdbg@hattiesburgms.com](mailto:cdbg@hattiesburgms.com) | (601) 554-1006



## CDBG PUBLIC SERVICE APPLICATION FORM

### GENERAL INFORMATION

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

UEI Number (Required): \_\_\_\_\_

Is this Agency/Organization a registered 501c(3)? YES    NO

### Proposed Grant Activities:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

### CDBG ELIGIBILITY & NATIONAL OBJECTIVE

Select Eligible Activity (check one):

- Public Services (24 CFR 570.201(e))
- Other: \_\_\_\_\_

Select National Objective (check one):

- Low/Moderate Income Limited Clientele (LMC)
- Low/Moderate Income Area Benefit (LMA)
- Low/Moderate Income Housing (LMH)
- Urgent Need (UN)

Describe how the proposed activity meets the selected National Objective:

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Describe the method that will be used to verify client eligibility (income documentation, categorical eligibility, etc.): \_\_\_\_\_



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**PROJECT DESCRIPTION**

Provide a detailed description of the proposed program, including:

- Type of service(s) to be provided
- Location(s) where services will be delivered
- Frequency and duration of services
- Target population

**PERFORMANCE MEASURES:**

Outputs (What you will do):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Outcomes (What will change as a result):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

How will outcomes be measured?

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Does the applicant agree that progress reports will be submitted to the City of Hattiesburg every quarter (or more frequently if requested) for the entirety of the grant period? YES NO

How many people are projected to directly benefit from this service? \_\_\_\_\_

Who is the intended clientele of this service? \_\_\_\_\_



**PROJECT BUDGET**

Cost Category	CDBG Funds Requested	Other Funding	Total
Personnel			
Operations			
Supplies			
Other			
<b>TOTAL</b>			

- Total Amount Requested: \$ \_\_\_\_\_
- Estimated Cost per Beneficiary: \$ \_\_\_\_\_

**ORGANIZATIONAL EXPERIENCE**

- Years in Operation: \_\_\_\_\_
- Has the organization previously received CDBG or HUD funding?  
 Yes  No  
 If yes, describe: \_\_\_\_\_
- Number of staff assigned to this project: \_\_\_\_\_
- Describe staff roles and responsibilities: \_\_\_\_\_

**EMPLOYEE RELATIONS**

- Does the agency have an employment application? YES NO
- Does the organization have written employment and personnel policies for review? YES NO
- Does the organization have policies/procedures to address personnel complaints? YES NO
- Are EEO Posters Utilized? YES NO

**ORGANIZATION INFORMATION**

Identify employees working on this activity: \_\_\_\_\_

- Will time logs be maintained? YES NO
- Are employees' taxes withheld on paychecks? YES NO



Will any board members/employees or their immediate families be assisted under the proposed activity? YES NO

**CONTRACTUAL COMPLIANCE**

**Grantor Recognition:** Is the agency capable of “prominently labeling” activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? YES NO

The organization agrees to comply with Section 3 requirements in accordance with 24 CFR Part 75 YES NO

When applicable, is the organization capable of abiding by Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area, and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in areas of the project? YES NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? N/A YES NO

Have any fair housing concerns been filed against the agency?  
If yes, prove the current status of the concern of the complaint: \_\_\_\_\_

If applicable, is the fair housing logo displayed in program materials? N/A YES NO

**OPERATIONAL CAPACITY**

Is the agency capable of maintaining detailed records for accurately reporting its accomplishments? YES NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals? YES NO

Is the agency capable of properly documenting household income verification data? YES NO

Will the agency rely on the most current HUD Income Limits (currently 2025)? YES NO

Does the agency have a system for identifying “New” unduplicated clients? YES NO  
If no, explain steps sub-grantee will take to establish such a



system: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECORD KEEPING AND DOCUMENTATION**

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained, including:

- Description of activities to be taken;
- Information indicating that a National Objective is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property;
- Documents showing compliance with fair housing, affirmative action, and equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles; conflict of interest.

Is the agency capable of maintaining applicable records? YES NO

Records must be maintained for a minimum of five (5) years after closeout of the activity, or longer if required by HUD, audit, or litigation.

**FINANCIAL INFORMATION**

Does the agency have a current audit, including a management letter, available for review? YES NO

If yes, explain: \_\_\_\_\_

Are there any outstanding audit issues? YES NO

If yes, explain and describe how issues will be resolved \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



Does the agency have written procedures for approving and recording transactions? YES NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

YES NO

Does the agency have the components of a financial management system, including a chart of accounts, general ledgers, reconciliation, etc.? YES NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)? YES NO

Will the project produce program income? YES NO

*The answer to this question will not automatically qualify or disqualify the activity. If income is anticipated, the City will provide guidance regarding reporting, tracking, and reuse requirements in accordance with HUD regulations.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity? N/A YES NO

**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out? YES NO

Will price/rate quotations be obtained from an adequate number of qualified sources? YES NO

Does the organization follow procurement procedures consistent with 2 CFR Part 200 (Uniform Guidance)? YES NO

Does the organization maintain written procurement policies? YES NO

Will the organization follow procurement thresholds and requirements in accordance with 2 CFR Part 200 and applicable local policies? YES NO

If applicable, will the agency utilize the Department of Labor’s list of Disadvantaged Enterprises? YES NO



**CONFLICT OF INTEREST DISCLOSURE**

Does any employee, board member, or immediate family member have a financial interest in this project? YES NO

Does the organization have relationships with contractors/vendors involved in this project? YES NO

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MONITORING ACKNOWLEDGMENT**

The organization agrees to participate in monitoring activities conducted by the City of Hattiesburg, including desk reviews, on-site visits, and file inspections, as required.

*This application/questionnaire is intended to identify qualified organizations and in no way promises funding from any source. By signing below, the organization attests that all information herein is accurate and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization fails to comply with CDBG requirements in any way, the organization may be required to repay grant funds to the city's CDBG program.*

Signature of Authorized Representative: \_\_\_\_\_



**CDBG PUBLIC SERVICE APPLICATION SCORING SHEET**

<i>Category</i>	<i>Criteria</i>	<i>Points</i>
<i>Project Need</i>	Demonstrates clear community need	0–15
<i>National Objective</i>	Clearly meets LMI requirement	0–15
<i>Program Design</i>	Clear, realistic, well-defined services	0–15
<i>Outputs &amp; Outcomes</i>	Measurable + meaningful outcomes	0–10
<i>Budget</i>	Reasonable, detailed, cost-effective	0–10
<i>Organizational Capacity</i>	Staff + experience adequate	0–10
<i>Financial Management</i>	Strong controls, audit, and systems	0–10
<i>Compliance Readiness</i>	Section 3, reporting, records	0–10
<i>Past Performance (if applicable)</i>	History with grants/CDBG	0–5
<i>Leverage/Partnerships</i>	Other funding or collaboration	0–5

**TOTAL: 100 POINTS**

*\*The City reserves the right to consider past performance, monitoring findings, and risk assessment in final funding decisions.*

Application scoring below 70 points may not be considered for funding.

Applicants may be subject to a risk assessment prior to funding, including review of financial systems, prior audit findings, and organizational capacity.

All CDBG funds are provided on a reimbursement basis for eligible, documented expenses.



# 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, April 7, 2026  
**Re:** Approve and authorize the publication of a Notice of Public Hearing for the 2026/27 Annual Action Plan.  
File Number: 2026-225  
Minute Book #

---

## Summary

Authorize and approve the publication of a Notice of Public Hearing for the 2026/27 Annual Action Plan.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

**CITY OF HATTISBURG  
NOTICE OF PUBLIC HEARING  
PY2026- 2027 Annual Action Plan  
FOR THE COMMUNITY DEVELOPMENT BLOCK (CDBG) GRANT PROGRAM AND HOME  
INVESTMENT PARTNERSHIP (HOME) PROGRAM**

**NOTICE IS HEREBY GIVEN THAT** the City of Hattiesburg invites citizens, public agencies, and other interested parties to participate in the development of the Program Year (PY) 2026-2027 Annual Action Plan (AAP). This plan is required by the U.S. Department of Housing and Urban Development (HUD) for the City to receive funding under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

The purpose of these hearings is to obtain input from residents, organizations, and stakeholders regarding all community development needs within the City of Hattiesburg. All comments received will be considered in the preparation of the PY2026/27 AAP, which will be submitted to HUD.

The City anticipates receiving approximately \$569,656 in CDBG funds and \$296,670 in HOME funds for PY2026. These estimates are based on prior year allocations and are subject to change. CDBG-funded activities must primarily benefit low-to-moderate-income individuals, prevent or eliminate slum and blight, or address urgent community needs. HOME funds will be used to support the development of safe, decent, and affordable housing, including efforts to reduce homelessness, housing instability, and severe cost burdens.

**Public Hearing Schedule:** Citizens are encouraged to attend and provide input at either of the following meetings.

Meeting #1: April 28, 2026, at 6 p.m. C. E. Roy Community Center, 300 E. 5<sup>th</sup> Street  
Meeting #2: June 18, 2026, at 6 p.m. Cultural Community Center, 723 Main Street

**Public Comment Period:** A 30-day public comment period will be conducted from June 19, 2026, through July 19, 2026, ending at 5:00 p.m. The City will consider all written and oral comments received during this time. Comments may be submitted in person or by mail to City Hall, First Floor, Community Development Division, 200 Forrest Street, P.O. Box 1898, Hattiesburg, MS 39403, or by email at [cdbg@hattiesburgms.com](mailto:cdbg@hattiesburgms.com).

For additional information, please contact the Urban Development Department at (601) 554-1006. The City of Hattiesburg will make reasonable accommodations for persons with disabilities. Individuals requiring special assistance to participate in the public hearings or to review related documents are encouraged to contact the Urban Development Department at (601) 554-1006 or via email at [cdbg@hattiesburgms.com](mailto:cdbg@hattiesburgms.com) in advance of the meetings.

CITY OF HATTIESBURG, MISSISSIPPI

BY: \_\_\_\_\_  
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH in the Legal Section: Thursday, April 9, 2026



# 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, April 7, 2026  
**Re:** Approve and Authorize publication of a Request for Qualifications for Electrical Contractor Services for the Community Development Block Grant (CDBG) Program.  
File Number: 2026-226  
Minute Book #

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## Summary

Approve and Authorize publication of a Request for Qualifications for Electrical Contractor Services for the Community Development Block Grant (CDBG) Program.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.



CITY OF HATTIESBURG

REQUEST FOR QUALIFICATIONS (RFQ)

**Electrical Contractor – Community Development Block Grant (CDBG) Program**

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**Introduction**

The City of Hattiesburg, through its Community Development Block Grant (CDBG) Program, is seeking qualified electrical contractors holding a current Mississippi State Board of Contractors license with the appropriate electrical classification to provide electrical system repair, replacement, and installation services for residential projects funded in part by the U.S. Department of Housing and Urban Development (HUD).

The services are intended to address health, safety, and code-related deficiencies in owner-occupied residential properties and are not intended for full rehabilitation or new construction activities.

For this RFQ, the term ‘Contractor’ shall mean a firm holding a current Mississippi State Board of Contractors license with appropriate Electrical classification and that directly employs the licensed electricians who will perform the electrical services.

The City seeks to pre-qualify contractors meeting all state and federal requirements to perform electrical services in compliance with Mississippi law, HUD guidelines, and applicable building codes.

The City prefers firms whose primary trade is electrical and who directly employ licensed electricians, rather than general contractors subcontracting electrical work.

**Scope of Services**

Selected contractors may be assigned projects involving:

- Inspection and troubleshooting of electrical systems.
- Repair or replacement of wiring, outlets, switches, and fixtures.
- Electrical panel upgrades, repairs, or replacements.
- Installation of new electrical systems and components.
- Correction of code violations and unsafe conditions.
- Installation of GFCI and AFCI protection.
- Exterior electrical work, including service connection and lighting.
- Contractor shall coordinate with utility providers as necessary for service connections, disconnections, and reconnections.
- Contractor shall ensure that work is performed in a manner that maintains safe conditions for occupants, including the provision of temporary power or protective measures when necessary.

- Contractor shall warrant all labor and materials for a minimum period of one (1) year from the date of completion.

Contractors may be required to respond to urgent or emergency conditions that pose an immediate threat to health and safety.

Contractor shall protect existing structures and finishes during work and shall be responsible for minor repairs necessary to restore disturbed areas resulting from electrical work.

Work must comply with:

- Mississippi Electrical Code.
- Mississippi Residential Code.
- HUD Housing Quality Standards (HQS)
- Federal Labor Standards (Davis-Bacon Act, if applicable).
- Federal Compliance with Build America, Buy America (BABA), if applicable.
- Lead-Safe Housing Rule, where applicable.

### **Self-Performance Requirements**

Contractor must self-perform all electrical services under this RFQ. Subcontracting of electrical work is not permitted. Limited subcontracting of incidental work (such as minor carpentry, drywall repair, or electrical reconnection) may be permitted with prior written approval. Any subcontractor must meet all licensing requirements.

All technicians performing work must be properly licensed or certified and employed by the contracting firm.

### **Project Assignment & Cost Control**

Pre-qualification does not constitute a contract award. Contractors may be selected on a project-by-project basis during the program year.

Contractors will be required to submit written cost estimates for each assigned project.

The City reserves the right to obtain multiple quotes from the pre-qualified pool. Award of individual projects will be based on the reasonableness of cost and timeliness of performance.

### **Term**

This initial term shall be for a period of one (1) year from the date of full execution by the parties. No work shall be performed without prior written authorization issued by the City. Services shall be performed on an as-needed basis and only upon issuance of a written work authorization by the City. Unauthorized work shall not be eligible for payment.

The City retains sole discretion to determine whether performance deficiencies, regulatory violations, or non-compliance warrant removal from participation. Contractors may be removed from the pre-qualified list at any time for non-performance, failure to comply with federal or state requirements, or evidence of regulatory violations, including but not limited to debarment or suspension.

## **Qualifications Required**

### **Licensing & Registration**

- Valid Mississippi State Board of Contractors license with Electrical classification (Commercial or Residential, as required by project scope).
- Current Privilege Tax License.
- Contractor must maintain all required Mississippi electric permits, certifications, and city licenses throughout the contract.
- Proof of any required certifications for gas line work, if applicable.

### **Insurance & Bonding**

- Proof of general liability insurance
- Proof of workers' compensation insurance (or exemption if legally permitted).
- Ability to provide payment and performance bonds for projects exceeding Mississippi bid thresholds, if required.

### **Experience & Capacity**

- Minimum 3 years of verifiable experience in electrical repair and installation.
- Demonstrated experience with federally funded rehabilitation projects preferred.
- Sufficient workforce and equipment to complete assigned projects in required timeframes.

### **Federal Compliance**

- Must not be debarred, suspended, or otherwise excluded from participation in federal programs (verification required through SAM.gov). Verification will be performed at the time of award and periodically during contract performance.
- Compliance with 2 CFR 200 procurement standards.
- Adherence to Equal Employment Opportunity (EEO) and Section 3 requirements under HUD regulations.
- Contractor must comply with the Byrd-Anti Lobbying Amendment and submit the required certification.
- Contractor shall comply with all nondiscrimination requirements under Title VI of the Civil Rights Act, Section 504, and the ADA.
- No geographic preferences shall be imposed except where expressly permitted by federal law.

### **Submission Requirements**

Statements of Qualifications must include:

1. Cover letter with company name, address, and point of contact.
2. Copy of Mississippi contractor's license (Electrical classification).
3. Evidence of insurance coverage.
4. Description of firm's relevant experience (including CDBG or federally funded projects, if applicable).
5. List of key personnel with certifications/training.
6. References from at least three (3) recent projects.
7. Current SAM.gov registration printout.

**Evaluation Criteria**

Submissions will be evaluated based on the following:

- Licensing and regulatory compliance (Pass/Fail).
- Experience and technical capacity (40%).
- Past performance and references (30%).
- Understanding of CDBG/HUD compliance requirements (20%).
- Ability to mobilize and perform timely work (10%).

**Deadline & Submission**

Sealed RFQ responses must be received no later than **April 23, 2026, by 10:00 a.m.** Any questions, please email [cdbg@hattiesburgms.com](mailto:cdbg@hattiesburgms.com) by April 20, 2026.

**Submit sealed responses to:**

City of Hattiesburg – Office of the City Clerk  
Attn: Kermas Eaton, City Clerk / Director of Administration  
P.O. Box 1898, Hattiesburg, MS 39403-1898 or  
Hand Delivered to:  
200 Forrest Street  
Hattiesburg, MS 39401  
2<sup>nd</sup> Floor City Clerk’s Office.

**The RFQ must be received in a sealed envelope that is marked in the lower left-hand corner with the Statement “Request for Qualifications: Electrical Contractor Services for Community Development Block (CDBG) Program.”**

**Reservation of Rights**

The City does not guarantee any minimum quantity of work or compensation under this RFQ. The City reserves the right to reject any and all submissions. This RFQ does not constitute a guarantee of work or funding. Contractors approved under this RFQ will be placed on a pre-qualified list for future assignments under the CDBG program.

## **REQUEST FOR QUALIFICATIONS**

### **Electrical Contractor Services – Community Development Block Grant (CDBG) Program**

NOTICE is hereby given that the City of Hattiesburg is seeking a Mississippi State Board of Contractors license with Electrical classification for the provision of electrical installation, repair, and replacement services for residential projects funded in part by the U. S. Department of Housing and Urban Development (HUD). Statement of Qualifications will be received until 10:00 A.M., Thursday, April 23, 2026, in the City Clerk’s Office in City Hall.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS, 39403 – 1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 554-1006.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words “Request for Qualifications: Electrical Contractor Services for Community Development Block Grant (CDBG)” and the DATE OF BID OPENING (“Thursday, April 23, 2026”).

The purpose of this solicitation is to establish a list of Mississippi State Board of Contractors licenses with Electrical classification that meet all state and federal requirements to perform electrical services in compliance with Mississippi law, HUD guidelines, and applicable building codes. The applicants selected will be part of a pool of Contractors to provide such services for residential structures. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 7<sup>th</sup> day of April, 2026

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton  
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, April 9, 2026, Thursday, April 16, 2026



# 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, April 7, 2026  
**Re:** Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.  
File Number: 2026-227  
Minute Book #

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## Summary

Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

**Karen McCarty**  
**Administrative Consultant**

**INVOICE**

7025 Frederick Road  
 Pass Christian, Mississippi 39571  
 (228)380-8589 karenmccarty@gmail.com

**DATE:** March 16, 2026  
**INVOICE #** 2026-01  
**FOR:** 2025 CAPER Report

**Bill To:**  
 Wiley Quinn, Director  
 Urban Development Department  
 City of Hattiesburg  
 P. O. Box 1898  
 Hattiesburg, MS 39403-898

DESCRIPTION	AMOUNT
Professional Administrative Services, per Letter of Engagement approved by Council - January 20, 2026 .	
Preparation of the 2025 Consolidated Annual Performance and Evaluation Report for CDBG and HOME, as per Dept.	
of Housing and Urban Development regulations and the City of Hattiesburg policies and procedures.	
CDBG portion of Report 50%	\$ 2,375.00
HOME portion of Report 50%	\$ 2,375.00
<b>TOTAL</b>	<b>\$ 4,750.00</b>

Make all checks payable to Karen McCarty

**THANK YOU FOR YOUR BUSINESS!**

RECEIVED  
 3/16/26



# INVOICE

Jackson, MS  
601-956-4467

Project Mgr: Spencer McQuaig

**Project:** City of Hattiesburg Radon Testing Services  
200 Forrest Street  
Hattiesburg, MS

**To:** City of Hattiesburg MS  
C/O:Community Development Division  
Attn: Kendrick Laster  
PO Box 1898  
Hattiesburg, MS 39403-1898

<b>REMIT TO:</b>
<b>Invoice Number: TQ50910</b>
<b>Terracon Consultants, Inc.</b>
<b>PO Box 959673</b>
<b>St Louis, MO 63195-9673</b>
<b>Federal E.I.N.: 42-1249917</b>

Project Number:	EB247261
Invoice Date:	3/30/2026
For Period:	12/21/2025 to 3/21/2026

Quantity	Description of Services	Rate	Total
<b>403 Dixie Avenue</b>			
2.00 Each	Mobilization/Demobilization	\$350.00	\$700.00
1.00 Day(s)	Per Diem	\$100.00	\$100.00
7.00 Sample(s)	Radon Samples	\$60.00	\$420.00
1.00 Each	Radon Sampling Services	\$500.00	\$500.00
1.00 Each	Reporting Services	\$900.00	\$900.00
	<b>Subtotal</b>		<b>\$2,620.00</b>
<b>Program Coordination and Project Management</b>			
1.00 Hour(s)	Administrative	\$90.00	\$90.00
1.00 Hour(s)	Program Manager	\$175.00	\$175.00
2.00 Hour(s)	Project Industrial Hygienist	\$155.00	\$310.00
	<b>Subtotal</b>		<b>\$575.00</b>

**Invoice Total                    \$3,195.00**

RECEIVED  
TQ 3/30/26

**TERMS: DUE UPON PRESENTATION OF INVOICE**  
Page 1 of 1



# INVOICE

Jackson, MS  
601-956-4467

Project Mgr: Spencer McQuaig

**Project:** City of Hattiesburg Radon Testing Services  
200 Forrest Street  
Hattiesburg, MS

**To:** City of Hattiesburg MS  
C/O: Community Development Division  
Attn: Kendrick Laster  
PO Box 1898  
Hattiesburg, MS 39403-1898

REMIT TO:	
<b>Invoice Number: TQ50725</b>	
<b>Terracon Consultants, Inc.</b>	
<b>PO Box 959673</b>	
<b>St Louis, MO 63195-9673</b>	
<b>Federal E.I.N.: 42-1249917</b>	

Project Number:	EB247261
Invoice Date:	3/30/2026
For Period:	12/21/2025 to 3/21/2026

Quantity	Description of Services	Rate	Total
<b>701 Lafayette Avenue</b>			
2.00 Each	Mobilization/Demobilization	\$350.00	\$700.00
1.00 Day(s)	Per Diem	\$100.00	\$100.00
7.00 Sample(s)	Radon Samples	\$60.00	\$420.00
1.00 Each	Radon Sampling Services	\$500.00	\$500.00
1.00 Each	Reporting Services	\$900.00	\$900.00
	<b>Subtotal</b>		<b>\$2,620.00</b>
<b>Program Coordination and Project Management</b>			
1.00 Hour(s)	Administrative	\$90.00	\$90.00
1.00 Hour(s)	Program Manager	\$175.00	\$175.00
2.00 Hour(s)	Project Industrial Hygienist	\$155.00	\$310.00
	<b>Subtotal</b>		<b>\$575.00</b>

**Invoice Total \$3,195.00**

*TQ 3/30/26*

TERMS: DUE UPON PRESENTATION OF INVOICE



# INVOICE

Jackson, MS  
601-956-4467

Project Mgr: Spencer McQuaig

**Project:** City of Hattiesburg Radon Testing Services  
200 Forrest Street  
Hattiesburg, MS

**To:** City of Hattiesburg MS  
C/O:Community Development Division  
Attn: Kendrick Laster  
PO Box 1898  
Hattiesburg, MS 39403-1898

REMIT TO:	
<b>Invoice Number: TQ50693</b>	
<b>Terracon Consultants, Inc.</b>	
<b>PO Box 959673</b>	
<b>St Louis, MO 63195-9673</b>	
<b>Federal E.I.N.: 42-1249917</b>	

Project Number:	EB247261
Invoice Date:	3/30/2026
For Period:	12/21/2025 to 3/21/2026

Quantity	Description of Services	Rate	Total
<b>705 Parker Avenue</b>			
2.00 Each	Mobilization/Demobilization	\$350.00	\$700.00
1.00 Day(s)	Per Diem	\$100.00	\$100.00
9.00 Sample(s)	Radon Samples	\$60.00	\$540.00
1.00 Each	Radon Sampling Services	\$500.00	\$500.00
1.00 Each	Reporting Services	\$900.00	\$900.00
	<b>Subtotal</b>		<b>\$2,740.00</b>
<b>Program Coordination and Project Management</b>			
1.00 Hour(s)	Administrative	\$90.00	\$90.00
1.00 Hour(s)	Program Manager	\$175.00	\$175.00
2.00 Hour(s)	Project Industrial Hygienist	\$155.00	\$310.00
	<b>Subtotal</b>		<b>\$575.00</b>

**Invoice Total      \$3,315.00**

FILED *[Signature]* 3/30/26

**TERMS: DUE UPON PRESENTATION OF INVOICE**



# INVOICE

Jackson, MS  
601-956-4467

Project Mgr: Spencer McQuaig

**Project:** City of Hattiesburg Radon Testing Services  
200 Forrest Street  
Hattiesburg, MS

**To:** City of Hattiesburg MS  
C/O:Community Development Division  
Attn: Kendrick Laster  
PO Box 1898  
Hattiesburg, MS 39403-1898

REMIT TO:	
Invoice Number: TQ50757	
Terracon Consultants, Inc. PO Box 959673 St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	EB247261
Invoice Date:	3/30/2026
For Period:	12/21/2025 to 3/21/2026

Quantity	Description of Services	Rate	Total
<b>315 Pauline Avenue</b>			
2.00 Each	Mobilization/Demobilization	\$350.00	\$700.00
1.00 Day(s)	Per Diem	\$100.00	\$100.00
7.00 Sample(s)	Radon Samples	\$60.00	\$420.00
1.00 Each	Radon Sampling Services	\$500.00	\$500.00
1.00 Each	Reporting Services	\$900.00	\$900.00
	<b>Subtotal</b>		<b>\$2,620.00</b>
<b>Program Coordination and Project Management</b>			
1.00 Hour(s)	Administrative	\$90.00	\$90.00
1.00 Hour(s)	Program Manager	\$175.00	\$175.00
2.00 Hour(s)	Project Industrial Hygienist	\$155.00	\$310.00
	<b>Subtotal</b>		<b>\$575.00</b>

**Invoice Total \$3,195.00**

*Handwritten signature and date: 3/30/26*

TERMS: DUE UPON PRESENTATION OF INVOICE

STARTER HOMES OF MISSISSIPPI  
57 CARTER DRIVE  
SEMINARY, MS. 39479  
PHONE: (601) 408-7120

Date: 3/25/26

**BILL TO:**

MR. WILEY QUINN  
COMMUNITY DEVELOPMENT  
P.O. BOX 1898  
HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement  
Labor & materials to complete repair

Project Address:  
3103 Jamestown Rd.

Invoice #3103-2026

DESCRIPTION	QUANTITY	PRICE	TOTAL
Bundles of shingles	102	48	4896
Boxes of nail-over ridge	2	175	350
Nails for Felt & Shingles	3	85	255
Synthetic Felt	3	90	270
½" OSB	10	35	350
Insurance		350	350
Boots	4	45	175
Roof Labor		6864	6864
Clean Up/Haul Away		500	500
Project Manager		1000	1000
<b>TOTAL:</b>			<b>\$14,660.00</b>

**THANK YOU FOR YOUR BUSINESS!**

RECEIVED  
3/25/26



# INVOICE

Frye Environmental  
 126 Stamp Mill Lane  
 Dahlonega, GA 30533  
 404-313-7139  
 Sandra@frye-environmental.com

Purchase Order Number NA  
 Date : 3/30/2026  
 Invoice Number: 0004

City of Hattiesburg, Community Development Division  
 Dequandra Johnson  
 P.O. Box 1898  
 Hattiesburg, MS 39403-1898

Type of Work	Project Description	Total Hours worked	Line Total
Environmental TA	Radon Mitigation	2.00	\$ 350.00
Environmental Reviews	Tier 2 Checklist - 3103 Jamestown Road	2.00	\$ 350.00
	CENST Checklist - Radon Testing City Wide	1.00	\$ 175.00

Subtotal	\$ 875.00
Sales Tax @	\$ -
<b>TOTAL</b>	<b>\$ 875.00</b>

Make all checks payable to Frye Environmental.

THANK YOU FOR YOUR BUSINESS!

*PAID*  
 3/30/26



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Approve the sale of grave spaces per attached receipts.  
File Number: 2026-245  
Minute Book #

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## Summary

Approve the sale of grave spaces per attached receipts.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 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, Stephanie Bedwell, 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 (NW1/4)

Lot Number 18 Section Number 38

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 7th day of April 2026.

ATTEST:  
MISSISSIPPI

CITY OF HATTIESBURG,

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 7th day of April 2026.

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, Stephanie Bedwell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 26 Section Number 38

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 7th day of April 2026.

ATTEST:  
MISSISSIPPI

CITY OF HATTIESBURG,

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 7th day of April 2026.

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 Stephanie Bedwell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 18 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 sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

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 7th day of April 2026.

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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Stephanie Bedwell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number : 18

Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7<sup>th</sup> day of April 2026.

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 7<sup>th</sup> day of April 2026.

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 LaDon Woullard Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) of the Southeast Quarter (SE1/4)

Lot Number: 178 Section Number: 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

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 7th day of April 2026.

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 Emma Jackson Esters subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 30 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 sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

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 7th day of April 2026.

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, Emma Sims, 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 (SW1/4)

Lot Number 69

Section Number 23

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 7th day of April 2026.

ATTEST:  
MISSISSIPPI

CITY OF HATTIESBURG,

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 7th day of April 2026.

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 Stephanie Coleman subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 81 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 sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

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 7th day of April 2026.

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 Vernis Mackey III subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot Number: 38 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 sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April 2026.

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 Nancy Ratliff subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2) of the Northwest Quarter (NW1/4)

Lot Number: 115 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 sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April 2026.

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 Gloria West-Reaves subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 7 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 sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April 2026.

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 Desmond L. Earl Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 96 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April 2026.

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 THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Robert Eugene Simmons, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 69

Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing eight (8) 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 7<sup>th</sup> day of April 2026.

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 7<sup>th</sup> day of April 2026.

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 Alisha Barnes subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 82 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 sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2026.

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 7th day of April 2026.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-18 2026

SOLD TO:

Mr. Mrs. Miss Gloria West - Reeves

ADDRESS 710 Hall Ave. B, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 7 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00  
Cash space # 8

**CITY OF HATTIESBURG, MISSISSIPPI**

By Jonnie M. Moore  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-18 2026

SOLD TO:

Mr. Mrs. Miss Nancy Batliff

ADDRESS 4900 Hwy 580 Sumrall, MS 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 115 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00  
ck # 7162 space # 2

**CITY OF HATTIESBURG, MISSISSIPPI**

By Jean Moore  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-19 2026

SOLD TO:

Mr. Mrs. Miss Vernis Mackey III

ADDRESS 2324 W 7th Street Apt 110, Hattiesburg, MS 31401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 38 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00  
Cash space # 11

**CITY OF HATTIESBURG, MISSISSIPPI**

By Jonnie M. Moore  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-20 2026

SOLD TO:

Mr. Mrs. Miss Stephanie Coleman

ADDRESS 15 Vickers Cir Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 81 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash parents

**CITY OF HATTIESBURG, MISSISSIPPI**

By James M. Moore  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3/20/ 2026

SOLD TO:

Mr. Mrs. Miss Emma Sims

ADDRESS 165 McElvany Rd Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

- 1/2 SW 1/4 Lot No. 69 Section No. 23 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash parents 1/2

**CITY OF HATTIESBURG, MISSISSIPPI**

By James M. Moore  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-16- 2026

SOLD TO:

Mr. Mrs. Miss Emma Jackson Esters

ADDRESS 402 Broadway Drive Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 30 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CR# 1218

**CITY OF HATTIESBURG, MISSISSIPPI**

By James M. Moore

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-16 20 26

SOLD TO:

Mr. Mrs. Miss LaDon Woullard Sr.

ADDRESS 334 N. 35<sup>th</sup> Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SE 1/4 Lot No. 173 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Jama Monroe  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/8/ 20 25

SOLD TO:

Mr. Mrs. Miss Steffany Bedwell

ADDRESS 112 W Canebrake Blvd. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

Elk 1/2 - 1/4 Lot No. 18 Section No. 38 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Jama Monroe  
Supt. of City Cemeteries

space # 5, 6, 7, + 8

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/8/ 20 25

SOLD TO:

Mr. Mrs. Miss Steffany Bedwell

ADDRESS 112 W Canebrake Blvd. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 18 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Jama Monroe

space # 2

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/8/ 20 25

SOLD TO:

Mr. Mrs. Miss Steffany Bedwell

ADDRESS 112 W Canebrake Blvd. Hattiesburg Ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE <sup>1/4</sup> Lot No. 26 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 Jane Yancey  
Supt. of City Cemeteries

Space # 7+8

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/8/ 20 25

SOLD TO:

Mr. Mrs. Miss Steffany Bedwell

ADDRESS 112 W. Canebrake Blvd. Hattiesburg Ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NW <sup>1/4</sup> Lot No. 18 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 Jane Yancey  
Supt. of City Cemeteries

Space # B+4



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, April 7, 2026  
**Re:** Approve claims docket for the period ending March 31, 2026.  
File Number: 2026-240  
Minute Book #

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## Summary

Approve claims docket for the period ending March 31, 2026.

## Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2026 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000										BALANCE SHEET
001000	060100									GAS/LUBRICANT-CITY BARN
049752	PIGOTT OIL COMPANY	DR-9144-26031112435	2602141	2026	6	INV	P	9,691.20	033126	314142 GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY	DR-9144-260311124457	2602141	2026	6	INV	P	17,770.80	033126	314142 GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY	DR-9144-260318145233	2602238	2026	6	INV	P	17,248.10	033126	314142 GAS/FUEL STATION
								<b>44,710.10</b>		
								ACCOUNT TOTAL		44,710.10
001000	063700									PREPAID WORKMAN'S COMP
003696	MS MUNICIPAL WORKERS	01018WC2025-6	0	2026	6	INV	P	145,135.49	033126	314108 3RD INSTALLMENT MMW
								ACCOUNT TOTAL		145,135.49
								ORG 001000 TOTAL		189,845.59
001001										REVENUES
001001	222500									GAS & PLUMBING
052135	PIERCE PLUMBING -REF	REF 01-26-024375	0	2026	6	INV	P	50.00	033126	314141 RFD PAYMENT TO PERM
								ACCOUNT TOTAL		50.00
001001	287000									POLICE/FIRE-SPECIAL DUTY
047581	PROTECTION AGENCY &	002454	0	2026	6	INV	P	125.00	033126	314147 SECURITY- CATHARINE
047581	PROTECTION AGENCY &	002456	0	2026	6	INV	P	200.00	033126	314148 SECURITY- SUSAN BAR
								<b>325.00</b>		
								ACCOUNT TOTAL		325.00
001001	332000									POLICE FINES
004271	SOUTHERN FINANCIAL S	CMCHAT 2/6/2026	0	2026	6	INV	P	282.30	033126	314167 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT2 3/5/26	0	2026	6	INV	P	342.13	033126	314168 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 3/5/26	0	2026	6	INV	P	3,604.76	033126	314166 POLICE FINES COLLEC
								<b>4,229.19</b>		
								ACCOUNT TOTAL		4,229.19
								ORG 001001 TOTAL		4,604.19
001003										CITY COUNCIL
001003	606000									TELEPHONE AND TELEGRAPH
051742	C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026	6	INV	P	330.04	033126	313995 SC# 382C SPIRE BILL
								ACCOUNT TOTAL		330.04
001003	684503									REG FEE/TUITION-WARD 3
003694	MS MUNICIPAL LEAGUE	INV42561	0	2026	6	INV	P	25.00	033126	314107 CMO NIGHT CLASS - L
								ACCOUNT TOTAL		25.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
			ORG 001003	TOTAL					355.04
001015			CITY COURT						
001015	501000			OTHER EXPENDABLE OFF.SPL					
003810	OFFICE PRODUCTS PLUS 1075607-0	2500725	2026	6	INV P	36.84	033126	314132 COURT 2025 DESK CAL	
			ACCOUNT TOTAL			36.84			
001015	510000			CLEANING/JANITORIAL SPLY					
003810	OFFICE PRODUCTS PLUS 1075600-0	2500720	2026	6	INV P	154.58	033126	314131 COURT CLEANING SUPP	
			ACCOUNT TOTAL			154.58			
001015	604900			OTHER PROFESSIONAL SERV.					
002564	COURT PROGRAMS INC 02282026	0	2026	6	INV P	320.00	033126	314014 GR#1H79TI081923-01C	
			ACCOUNT TOTAL			320.00			
001015	604901			OTHER PROF-TECHNOLOGY					
004057	RJ YOUNG COMPANY INV7977463	0	2026	6	INV P	295.69	033126	314154 COURT PRNTR RNTAL2.	
			ACCOUNT TOTAL			295.69			
001015	611000			TRAVEL EXPENSE					
049243	AKIRA LEWIS 112040T	0	2026	6	INV P	1,317.39	033126	313965 CSHADV FR AL END VI	
			ACCOUNT TOTAL			1,317.39			
001015	620000			PRINTING					
003810	OFFICE PRODUCTS PLUS 1112207-0	2601071	2026	6	INV P	1,304.00	033126	314131 COURT MALING ENVEL	
			ACCOUNT TOTAL			1,304.00			
			ORG 001015	TOTAL					3,428.50
001020			MAYOR/ADMIN.						
001020	511500			FOOD					
002500	COCA COLA BOTTLING C 51494377041	0	2026	6	INV P	146.25	033126	314009 ADMIN - WATER	
			ACCOUNT TOTAL			146.25			
001020	606000			TELEPHONE AND TELEGRAPH					
051742	C SPIRE - CELL PHONE 3001031910 FEB 2026	0	2026	6	INV P	234.62	033126	313995 SC# 382C SPIRE BILL	
			ACCOUNT TOTAL			234.62			
001020	615000			ADVERTISING					
003064	H'BURG TOURISM COMMI 030926	0	2026	6	INV P	2,500.00	033126	314047 ADVERTISING FOR MID	
			ACCOUNT TOTAL			2,500.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ORG 001020	TOTAL			2,880.87			
001040		MUNICIPAL CLERK							
001040	615000		ADVERTISING						
003141	HUB CITY SPOKES	107082	0	2026	6 INV P	181.26	033126	314058	LEGAL NOTICES 3.5.2
			ACCOUNT TOTAL			181.26			
		ORG 001040	TOTAL			181.26			
001042		ACCOUNTING DIV.							
001042	510000		CLEANING/JANITORIAL SPLY						
050811	IMPERIAL DADE	39016032	2504703	2026	6 INV P	376.82	033126	314063	PAPER TOWELS AND TO
			ACCOUNT TOTAL			376.82			
		ORG 001042	TOTAL			376.82			
001045		PURCHASING DIV.							
001045	501000		OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1103968-1	2504920	2026	6 INV P	390.52	033126	314131	OFFICE SUPPLIES, 10
			ACCOUNT TOTAL			390.52			
001045	636500		OFFICE EQUIPMENT R&M						
002406	CANON FINANCIAL SERV	42822668	0	2026	6 INV P	154.98	033126	313996	SC#8200080135 BW MT
			ACCOUNT TOTAL			154.98			
		ORG 001045	TOTAL			545.50			
001080		HUMAN RESOURCES							
001080	502000		MINOR OFFICE EQUIP/FURN.						
003810	OFFICE PRODUCTS PLUS	1104561-0 A	0	2026	6 INV P	262.60	033126	314131	ADDITONAL TO PO#250
			ACCOUNT TOTAL			262.60			
001080	606000		TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026	6 INV P	400.96	033126	313995	SC# 382C SPIRE BILL
			ACCOUNT TOTAL			400.96			
001080	636500		OFFICE EQUIPMENT R&M						
004050	RICOH CORP	41482431	0	2026	6 INV P	185.85	033126	314152	MB# 2021-250 HR COP
			ACCOUNT TOTAL			185.85			
		ORG 001080	TOTAL			849.41			
001081		LOSS CONTROL							
001081	570000		MTR VEHICLE REP. PTS/SPL						
002035	AAMCO TRANSMISSION (	I148170	2602263	2026	6 INV P	501.92	033126	313960	REPAIR UNIT 19308 -

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL						501.92					
ORG 001081 TOTAL						501.92					
001090 URBAN DEVELOPMT											
001090	606000										
051742	C SPIRE - CELL PHONE	3001031910	FEB 2026	0	TELEPHONE AND TELEGRAPH						
					2026 6 INV P	79.80	033126	313995	SC# 382C SPIRE BILL		
ACCOUNT TOTAL						79.80					
001090	611000										
049203	NATHAN SATCHER	11153	OT-2	0	TRAVEL EXPENSE						
					2026 6 INV P	1,822.80	033126	314125	Nathan S. Travel Ad		
ACCOUNT TOTAL						1,822.80					
001090 615000 ADVERTISING											
003141	HUB CITY SPOKES	106933-2		0	2026 6 INV P	99.12	033126	314058	COH PLANNING DIV. M		
003141	HUB CITY SPOKES	107070-2		0	2026 6 INV P	130.92	033126	314058	COH PLANNING DIV. A		
003141	HUB CITY SPOKES	107097		0	2026 6 INV P	45.84	033126	314058	COH PLANNING DIV. A		
003141	HUB CITY SPOKES	107105		0	2026 6 INV P	21.36	033126	314058	COH PLANNING DIV. H		
						297.24					
ACCOUNT TOTAL						297.24					
001090	641000										
004057	RJ YOUNG COMPANY	inv7958569		0	OFFICE EQUIPMENT RENT						
					2026 6 INV P	345.41	033126	314154	AAA113769 - PLANNIN		
ACCOUNT TOTAL						345.41					
ORG 001090 TOTAL						2,545.25					
001091 INFO TECHNOLOGY											
001091	604900										
004482	TYLER TECHNOLOGIES IN	CI100-00252251		0	OTHER PROFESSIONAL SERV.						
					2026 6 INV P	253,162.08	033126	314186	ANNUAL APPLICATION		
ACCOUNT TOTAL						253,162.08					
001091 606000											
051742	C SPIRE - CELL PHONE	3001031910	FEB 2026	0	TELEPHONE AND TELEGRAPH						
					2026 6 INV P	90.64	033126	313995	SC# 382C SPIRE BILL		
ACCOUNT TOTAL						90.64					
ORG 001091 TOTAL						253,252.72					
001092 GEN.GOV'T.BLDG											
001092	546000										
003543	MCELHANEY PLUMBING I	319083			MINOR EQUIPMENT						
					2602108 2026 6 INV P	39.95	033126	314098	MATERIAL TO REPLACE		
ACCOUNT TOTAL						39.95					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001092 56000								BUILDING MATERIALS & SPLV		
002714 ECONOMY SUPPLY CO	161118	2602217	2026 6	INV	P	21.50 033126	314023	DAMAGED WALL- 1ST F		
						ACCOUNT TOTAL		21.50		
001092 638000								FIXED EQUIPMENT R&M		
004256 SOLAR SUPPLY INC	3499801	2602171	2026 6	INV	P	89.80 033126	314165	AC VENT REPLACEMENT		
						ACCOUNT TOTAL		89.80		
						ORG 001092 TOTAL		151.25		
001093								INTERMODAL FAC O&M		
001093 635000								BUILDING R&M		
004234 SMITH, JIM SERVICES	68	2602140	2026 6	INV	P	4,280.00 033126	314164	A/C REPAIRS AT GRAN		
004234 SMITH, JIM SERVICES	i94744	0	2026 6	INV	P	1,690.10 033126	314164	WK#65939 TRAIN DEPO		
004234 SMITH, JIM SERVICES	i95109	0	2026 6	INV	P	1,596.65 033126	314164	WK#66351 TRAIN DEPO		
						7,566.75				
						ACCOUNT TOTAL		7,566.75		
						ORG 001093 TOTAL		7,566.75		
001095								G/G INS.OTH SER		
001095 602500								LEGAL		
003090 HICKS LAW FIRM, LLC	4883	0	2026 6	INV	P	1,000.00 033126	314052	GERRY MALLORY V CIT		
003608 MILLS & SCANLON, P.A	3	0	2026 6	INV	P	28,154.88 033126	314100	2025 ANNEXATION		
047351 LOWREY & FORTNER PA	00627	0	2026 6	INV	P	1,000.00 033126	314092	PROFESSIONAL SERVIC		
047351 LOWREY & FORTNER PA	00797	0	2026 6	INV	P	1,000.00 033126	314092	PROFESSIONAL SERVIC		
047351 LOWREY & FORTNER PA	00798	0	2026 6	INV	P	1,000.00 033126	314092	PROFESSIONAL SERVIC		
						3,000.00				
049330 PHELPS DUNBAR LLP	1475406	0	2026 6	INV	P	3,787.50 033126	314139	GENERAL ADVICE AND		
						ACCOUNT TOTAL		35,942.38		
001095 604900								OTHER PROFESSIONAL SERV.		
002327 BROADDUS & ASSOCIATE	4103-68	0	2026 6	INV	P	13,820.00 033126	313991	MB# 2024-376 CONSUL		
002523 COMCAST CABLEVISION	MAR 15- APR 14	0	2026 6	INV	P	305.48 033126	314011	COMCAST BUSINESS-CI		
004482 TYLER TECHNOLOGIES IN	045-508956	0	2026 6	INV	P	3,136.93 033126	314186	PACE PROGRAM JARRAD		
004482 TYLER TECHNOLOGIES IN	045-535952	0	2026 6	INV	P	3,397.75 033126	314186	PACE PROGRAM - JARR		
						6,534.68				
049846 MCCARTHY LANDSCAPE	2003482	2600372	2026 6	INV	P	750.00 033126	314097	INNSWOOD DRAINAGE P		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL					21,410.16				
001095 606000			TELEPHONE AND TELEGRAPH						
002158 AT&T	L2026- 03.04.2026	0	2026	6	INV P	155.40	033126	313976 AT&T, BLUE LIGHTS L	
002158 AT&T	L2026- 03.13.2026	0	2026	6	INV P	103.60	033126	313976 AT&T, BLUE LIGHTS L	
002158 AT&T	L2026- 03.20.2026	0	2026	6	INV P	51.80	033126	313976 AT&T, BLUE LIGHTS L	
					<b>310.80</b>				
ACCOUNT TOTAL					310.80				
001095 699900			SERVICES NOT SPECIFIED						
003871 PEARL RIVER COMMUNIT 3314		0	2026	6	INV P	2,500.00	033126	314136 CDL CERTIFICATION P	
ACCOUNT TOTAL					2,500.00				
ORG 001095 TOTAL					60,163.34				
001100			POLICE/PUB.SFTY						
001100 501000			OTHER EXPENDABLE OFF.SPL						
003810 OFFICE PRODUCTS PLUS 1084716-2			2502013	2026	6	INV P	29.90	033126	314132 OFFICE SUPPLIES-HPD
003810 OFFICE PRODUCTS PLUS 1110210-3			0	2026	6	INV P	72.78	033126	314132 LABELS FOR EVIDENCE
003810 OFFICE PRODUCTS PLUS 1118397-0			2602051	2026	6	INV P	272.47	033126	314131 OFFICE SUPPLIES FOR
003810 OFFICE PRODUCTS PLUS 1118397-1			2602051	2026	6	INV P	75.35	033126	314132 OFFICE SUPPLIES FOR
003810 OFFICE PRODUCTS PLUS 1118397-2			2602051	2026	6	INV P	45.21	033126	314132 OFFICE SUPPLIES FOR
					<b>495.71</b>				
ACCOUNT TOTAL					495.71				
001100 510000			CLEANING/JANITORIAL SPLY						
002471 CINTAS CORPORATION # 4262579438		0	2026	6	INV P	62.52	033126	314005 MATS FOR PUBLIC SAF	
002471 CINTAS CORPORATION # 4263331417		0	2026	6	INV P	99.94	033126	314004 SC#8200044758 SANIT	
					<b>162.46</b>				
ACCOUNT TOTAL					162.46				
001100 511200			SUPPLIES-DOJ CORONA VIR						
003810 OFFICE PRODUCTS PLUS 1101981-3			2504624	2026	6	INV P	541.56	033126	314131 COVID SUPPLIES/OFFI
ACCOUNT TOTAL					541.56				
001100 515000			FEED FOR ANIMALS						
003106 HOLLAND VETERINARY H 84064		0	2026	6	INV P	727.05	033126	314055 DOG FOOD AND VET VI	
ACCOUNT TOTAL					727.05				
001100 525000			GAS AND OIL						
002869 FUELMAN OF MS NP70180507		0	2026	6	INV P	106.43	033126	314036 OFFSITE FUEL	
049764 GPM INVESTMENTS-MINI 11340468		0	2026	6	INV P	178.46	033126	314044 MINIT MART FUEL PUR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
								ACCOUNT TOTAL	284.89
001100 535000								UNIFORMS, BADGES, ETC.	
002769 EXPRESS PRESS	63076	2601938	2026 6	INV	P	1,223.32	033126	314030 POLOS FOR STOCK AND	
003590 MIDSOUTH SOLUTIONS	8952-4	2600746	2026 6	INV	P	1,250.00	033126	314099 QUOTE#457104-1 SHIR	
								ACCOUNT TOTAL	2,473.32
001100 535500								WEARING APPAREL	
002879 GALL'S LLC	034318393	2602083	2026 6	INV	P	98.99	033126	314038 CLOTHING ALLOWANCE	
								ACCOUNT TOTAL	98.99
001100 546000								MINOR EQUIPMENT	
002138 APPLIED CONCEPTS INC	473809	2601075	2026 6	INV	P	2,830.00	033126	313973 QUOTE#211578 RADAR	
								ACCOUNT TOTAL	2,830.00
001100 559000								OTHER OPERATING MATL/SPLY	
004459 TRI-TECH FORENSICS	01303782	2600612	2026 6	INV	P	178.28	033126	314185 BLOOD KITS FOR DUI	
								ACCOUNT TOTAL	178.28
001100 570000								MTR VEHICLE REP. PTS/SPL	
002060 ADVANCE AUTO PARTS	56046027272647	2602179	2026 6	INV	P	351.34	033126	313963 PARTS FOR UNIT#2043	
002060 ADVANCE AUTO PARTS	5604607172591	2602146	2026 6	INV	P	691.50	033126	313963 PARTS FOR UNITS#218	
002060 ADVANCE AUTO PARTS	56046072272648	2602180	2026 6	INV	P	591.97	033126	313963 PARTS FOR UNIT#1711	
						1,634.81			
047220 WURTH USA INC	98759072	2601779	2026 6	INV	P	170.96	033126	314201 TOOLS FOR STOCK FOR	
								ACCOUNT TOTAL	1,805.77
001100 599000								OTHER REPAIR/MAINT. SPL.	
004176 SHERWIN-WILLIAMS COM	3933-6	2602368	2026 6	INV	P	29.20	033126	314161 PAINT FOR WALL REPA	
052228 JOSEPH C BENEFIELD	2183	2602086	2026 6	INV	P	1,125.00	033126	314073 QUOTE#121 REPAIRS T	
								ACCOUNT TOTAL	1,154.20
001100 603000								VETERINARIAN	
003106 HOLLAND VETERINARY H	84064	0	2026 6	INV	P	94.75	033126	314055 DOG FOOD AND VET VI	
								ACCOUNT TOTAL	94.75
001100 604900								OTHER PROFESSIONAL SERV.	
002037 AB SUPPORT SERVICES	Hpd014	2601939	2026 6	INV	P	2,165.00	033126	313961 CLEANING SAFETY COM	
047055 INTERPRETERS & TRANS	219746	0	2026 6	INV	P	125.30	033126	314064 TELEPHONIC INTERPRE	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
052253 AMERICAN AIR OPERATI	1705	0	2026 6	INV	P	700.00 033126	313971	INTERACTIVE TRAININ		
				ACCOUNT TOTAL		2,990.30				
001100 604921				NOLA EXPENSE						
050724 ESOUTH TECHNOLOGIES	JL1626	0	2026 6	INV	P	275.00 033126	314029	RECONFIGURE (7) PRO		
				ACCOUNT TOTAL		275.00				
001100 606000				TELEPHONE AND TELEGRAPH						
002158 AT&T	0563149329001 3/26	0	2026 6	INV	P	50.79 033126	313978	POLICE DISPATCH 3/2		
002158 AT&T	0563152379001 3/26	0	2026 6	INV	P	50.79 033126	313979	POLICE DISPATCH		
002158 AT&T	54549101030591 3/26	0	2026 6	INV	P	207.00 033126	313977	TELEPHONE 3/26		
002158 AT&T	L2026- 02.28.26	0	2026 6	INV	P	202.00 033126	313976	AT&T, ACCT# 601 M23		
002158 AT&T	T2025-08 MAR	0	2026 6	INV	P	76.00 033126	313976	AT&T CLUB SERVICE		
						586.58				
				ACCOUNT TOTAL		586.58				
001100 611000				TRAVEL EXPENSE						
003792 NORRIS, LATONYA	111210T-0	0	2026 6	INV	P	291.58 033126	314129	TRAVEL REIMBURSEMEN		
052256 HOCKER, NATHANIEL	112090T	0	2026 6	INV	P	398.82 033126	314053	TRAVEL ADVANCE FOR		
				ACCOUNT TOTAL		690.40				
001100 612000				FREIGHT						
002138 APPLIED CONCEPTS INC	473809	2601075	2026 6	INV	P	45.00 033126	313973	QUOTE#211578 RADAR		
002879 GALL'S LLC	034318393	2602083	2026 6	INV	P	3.99 033126	314038	CLOTHING ALLOWANCE		
004505 UNITED PARCEL SERVIC	00008E1Y15086	0	2026 6	INV	P	40.28 033126	314188	SHIPPING FEES		
004505 UNITED PARCEL SERVIC	00008E1Y15096	0	2026 6	INV	P	39.13 033126	314188	SHIPPING FEES		
004505 UNITED PARCEL SERVIC	00008E1Y15116	0	2026 6	INV	P	30.00 033126	314188	SHIPPING FEES		
						109.41				
				ACCOUNT TOTAL		158.40				
001100 630000				GAS						
004321 SPIRE	G2026-10 MAR	0	2026 6	INV	P	6,373.21 033126	314174	SPIRE (WILMUT GAS)		
				ACCOUNT TOTAL		6,373.21				
001100 635000				BUILDING R&M						
004234 SMITH, JIM SERVICES	57	2602061	2026 6	INV	P	2,076.00 033126	314164	REPLACE THE WATER C		
				ACCOUNT TOTAL		2,076.00				
001100 639800				TOW IN CHARGES						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
003389 LARRY'S WRECKER SERV	15205	0	2026 6	INV	P	70.00 033126	314088	TOWING FOR UNIT#152			
003389 LARRY'S WRECKER SERV	15207	0	2026 6	INV	P	70.00 033126	314088	TOWING FOR UNIT 205			
						<b>140.00</b>					
						ACCOUNT TOTAL			140.00		
001100 641000						OFFICE EQUIPMENT RENT					
004057 RJ YOUNG COMPANY	INV7971087	0	2026 6	INV	P	548.11 033126	314154	MINUTE BOOK#2024-96			
004057 RJ YOUNG COMPANY	INV7977140	0	2026 6	INV	P	287.25 033126	314154	MB#2023-429 COPIER			
						<b>835.36</b>					
						ACCOUNT TOTAL			835.36		
001100 684000						DUES AND MEMBERSHIPS					
003688 MS LAW ENFORCEMENT O 2351		0	2026 6	INV	P	100.00 033126	314106	2026 MEMBERSHIP DU			
						ACCOUNT TOTAL			100.00		
						ORG 001100 TOTAL			25,072.23		
001131						JOINT P&F TRNG.					
001131 500300						PAPER					
003810 OFFICE PRODUCTS PLUS	1073879-2	0	2026 6	INV	P	42.80 033126	314132	IN REFERENCE TO PO			
						ACCOUNT TOTAL			42.80		
001131 501000						OTHER EXPENDABLE OFF.SPL					
003810 OFFICE PRODUCTS PLUS	1015623-0 (1)	0	2026 6	INV	P	76.52 033126	314132	IN REFERENCE TO PO			
003810 OFFICE PRODUCTS PLUS	1022281-1	0	2026 6	INV	P	218.67 033126	314131	IN REFERENCE TO PO			
003810 OFFICE PRODUCTS PLUS	1022454-0	0	2026 6	INV	P	12.54 033126	314132	IN REFERENCE TO PO			
003810 OFFICE PRODUCTS PLUS	1079030-3	0	2026 6	INV	P	74.80 033126	314132	IN REFERENCE TO PO#			
003810 OFFICE PRODUCTS PLUS	1082786-3	0	2026 6	INV	P	50.16 033126	314132	IN REFERENCE TO PO			
003810 OFFICE PRODUCTS PLUS	1084724-3.	2502009	2026 6	INV	P	14.24 033126	314131	OFFICE SUPPLIES, 2/			
003810 OFFICE PRODUCTS PLUS	1086772-3	0	2026 6	INV	P	9.04 033126	314132	IN REFERENCE TO PO			
003810 OFFICE PRODUCTS PLUS	1098547-2	2504099	2026 6	INV	P	85.54 033126	314131	SAN86003A- BLUE INK			
003810 OFFICE PRODUCTS PLUS	1110224-0	2600764	2026 6	INV	P	31.98 033126	314132	OFFICE SUPPLIES			
003810 OFFICE PRODUCTS PLUS	1116178-0	2601722	2026 6	INV	P	202.17 033126	314131	OFFICE/CLEANING SUP			
						<b>775.66</b>					
						ACCOUNT TOTAL			775.66		
001131 508000						COMPUTER SUPPLIES					
004057 RJ YOUNG COMPANY	INV7797583	0	2026 6	INV	P	229.51 033126	314154	ACADEMY COPIER / C-			
004057 RJ YOUNG COMPANY	INV7969358	0	2026 6	INV	P	229.51 033126	314154	ACADEMY COPIER / C-			
						<b>459.02</b>					
						ACCOUNT TOTAL			459.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131	510000									CLEANING/JANITORIAL SPLY
003810	OFFICE PRODUCTS PLUS	1079435-0	0	2026	6	INV	P	249.83	033126	314131 IN REFERENCE TO PO
003810	OFFICE PRODUCTS PLUS	1079435-1	0	2026	6	INV	P	24.90	033126	314132 IN REFERENCE TO PO
003810	OFFICE PRODUCTS PLUS	1082786-0	0	2026	6	INV	P	192.27	033126	314131 in reference to PO
003810	OFFICE PRODUCTS PLUS	1084724-3.	2502009	2026	6	INV	P	99.98	033126	314131 OFFICE SUPPLIES, 2/
003810	OFFICE PRODUCTS PLUS	1086772-1	0	2026	6	INV	P	58.24	033126	314132 IN REFERENCE TO PO
003810	OFFICE PRODUCTS PLUS	1086772-2	0	2026	6	INV	P	83.88	033126	314131 IN REFERENCE TO PO
003810	OFFICE PRODUCTS PLUS	1116178-0	2601722	2026	6	INV	P	227.26	033126	314131 OFFICE/CLEANING SUP
								<b>936.36</b>		
								ACCOUNT TOTAL		936.36
001131	5460NS									MINOR EQUIP-NORFOLK SO. GRANT
049645	DELTA FIRE & SAFETY	INVTX25-5073	2501977	2026	6	INV	P	4,898.38	033126	314017 KEY HOSE, 8/28/2025
								ACCOUNT TOTAL		4,898.38
001131	560000									BUILDING MATERIALS & SPLY
003543	MCELHANEY PLUMBING I	319327	2602335	2026	6	INV	P	44.95	033126	314098 URINAL FOR ACADEMY
								ACCOUNT TOTAL		44.95
001131	612000									FREIGHT
049645	DELTA FIRE & SAFETY	INVTX25-5073	2501977	2026	6	INV	P	100.62	033126	314017 KEY HOSE, 8/28/2025
								ACCOUNT TOTAL		100.62
								ORG 001131 TOTAL		7,257.79
001160										FIRE DIVISION
001160	501000									OTHER EXPENDABLE OFF.SPL
050056	AMAZON CAPITAL	137C-HJKN-CW3Y	2602023	2026	6	INV	P	25.10	033126	313970 HFD UNIFORM ITEMS F
								ACCOUNT TOTAL		25.10
001160	510000									CLEANING/JANITORIAL SPLY
002471	CINTAS CORPORATION #	4262242033	0	2026	6	INV	P	149.59	033126	314004 HFD STATION 9 CLEAN
048909	BRADY COMPANIES, LLC	11411248	2602119	2026	6	INV	P	1,226.59	033126	313988 HFD CLEANING & JANI
048909	BRADY COMPANIES, LLC	11419936	2602119	2026	6	INV	P	47.09	033126	313988 HFD CLEANING & JANI
								<b>1,273.68</b>		
								ACCOUNT TOTAL		1,423.27
001160	535000									UNIFORMS, BADGES, ETC.
050056	AMAZON CAPITAL	137C-HJKN-CW3Y	2602023	2026	6	INV	P	1,830.65	033126	313970 HFD UNIFORM ITEMS F
052127	GLITZ N GLAM 601	000660	2602243	2026	6	INV	P	1,290.00	033126	314043 HFD UNIFORM SHIRTS
								ACCOUNT TOTAL		3,120.65

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001160 535500								WEARING APPAREL		
002733 EMERGENCY EQUIPMENT	526346	2601299	2026 6	INV	P	10,092.00	033126	314025 HFD SCBA MASK FOR F		
003744 NAFECO-NORTH AMERICA	1404888	2602002	2026 6	INV	P	2,507.64	033126	314124 HFD HELMETS FOR FIR		
						ACCOUNT TOTAL		12,599.64		
001160 570000								MTR VEHICLE REP. PTS/SPL		
002367 BURROUGHS DIESEL INC	28079	2602229	2026 6	INV	P	9,860.33	033126	313994 HFD LADDER 6 UNIT #		
002700 EAGLE TIRE AND SERVI	INV097569	2602273	2026 6	INV	P	196.10	033126	314021 HFD T1 UNIT #20369		
002733 EMERGENCY EQUIPMENT	526522	2602078	2026 6	INV	P	340.00	033126	314025 HFD ENGINE 6 UNIT #		
002738 EMPIRE TRUCK SALES	CE006246865	0	2026 6	INV	P	23.29	033126	314026 HOSE FOR ENGINE # 3		
003034 HATTIESBURG HYDRAULI	113907	0	2026 6	INV	P	16.83	033126	314050 HFD RESERVE RESCUE		
004368 SUNBELT FIRE INC	00037226	2602105	2026 6	INV	P	996.68	033126	314177 HFD RESERVE ENGINE		
051212 GULF COAST OIL	136492	2602124	2026 6	INV	P	252.00	033126	314046 HFD STOCK SUPPLIES		
						ACCOUNT TOTAL		11,685.23		
001160 606000								TELEPHONE AND TELEGRAPH		
051742 C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026 6	INV	P	2,401.96	033126	313995 SC# 382C SPIRE BILL		
						ACCOUNT TOTAL		2,401.96		
001160 612000								FREIGHT		
002733 EMERGENCY EQUIPMENT	526522	2602078	2026 6	INV	P	25.00	033126	314025 HFD ENGINE 6 UNIT #		
004368 SUNBELT FIRE INC	00037226	2602105	2026 6	INV	P	29.88	033126	314177 HFD RESERVE ENGINE		
						ACCOUNT TOTAL		54.88		
001160 630000								GAS		
004321 SPIRE	G2026- 20-MAR	0	2026 6	INV	P	244.30	033126	314174 SPIRE- ACCT 0180169		
004321 SPIRE	G2026-03.16	0	2026 6	INV	P	1,358.25	033126	314174 SPIRE (WILMUT GAS)		
						1,602.55				
						ACCOUNT TOTAL		1,602.55		
001160 630500								ELECTRICITY		
003700 MS POWER COMPANY	E2026-03.15	0	2026 6	INV	P	219.53	033126	314114 MISSISSIPPI POWER E		
004282 SOUTHERN PINE ELECTR	E2026- 3.17.26	0	2026 6	INV	P	113.50	033126	314171 SOUTHERN PINE- VARI		
004282 SOUTHERN PINE ELECTR	E2026- 3.18.26	0	2026 6	INV	P	58.05	033126	314171 SOUTHERN PINE- VARI		
						171.55				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
								ACCOUNT TOTAL	391.08
001160 635000								BUILDING R&M	
004498 UNDERWOOD DOOR COMPA	17111	2602028	2026 6	INV	P	033126		2,371.90	314187 HFD STATION 1 BAY D
								ACCOUNT TOTAL	2,371.90
001160 641000								OFFICE EQUIPMENT RENT	
004050 RICOH CORP	41482734	0	2026 6	INV	P	033126		205.35	314152 HFD ADMIN OFFICE CO
								ACCOUNT TOTAL	205.35
001160 642500								CYLINDER RENT	
002071 AIRGAS USA LLC (NORD 5522901143		0	2026 6	INV	P	033126		87.01	313964 HFD MEDICAL OXYGEN
004273 SOUTHERN GAS & SUPPL 0039987837		0	2026 6	INV	P	033126		91.96	314169 HFD MEDICAL OXYGEN
								ACCOUNT TOTAL	178.97
001160 643500								MOP-MAT-RAG RENT	
002471 CINTAS CORPORATION # 4261921832		0	2026 6	INV	P	033126		90.90	314004 HFD ADMIN OFFICE MA
								ACCOUNT TOTAL	90.90
001160 684000								DUES AND MEMBERSHIPS	
003682 MS FIRE CHIEFS ASSN MFCA2026		0	2026 6	INV	P	033126		135.00	314105 HFD MS FIRE CHIEFS
								ACCOUNT TOTAL	135.00
								ORG 001160 TOTAL	36,286.48
001180								LAND DEVEL.ADM.	
001180 501000								OTHER EXPENDABLE OFF.SPL	
004328 STAPLES	6059408895	2602338	2026 6	INV	P	033126		150.58	314176 FOLDERS - LAND CODE
								ACCOUNT TOTAL	150.58
001180 546000								MINOR EQUIPMENT	
002083 ALLBRITTON CHAIN SAW 21545		2601457	2026 6	INV	P	033126		110.03	313967 MOWER TIRE REPAIR &
002083 ALLBRITTON CHAIN SAW 21914		2602291	2026 6	INV	P	033126		211.99	313967 MOWER BATTERY - ASS
									322.02
								ACCOUNT TOTAL	322.02
001180 570000								MTR VEHICLE REP. PTS/SPL	
002060 ADVANCE AUTO PARTS 5604608572858		2602364	2026 6	INV	P	033126		50.34	313963 JUMPER CABLES - LAN
002815 FIRESTONE COMPLETE A 289628		2602233	2026 6	INV	P	033126		1,333.20	314032 CHECK ISSUE - UNIT
002815 FIRESTONE COMPLETE A 289792		2602337	2026 6	INV	P	033126		58.13	314032 OIL CHANGE - UNIT 1

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									1,391.33
003421 LIL TIRE SHOPPE (BR 1138139		2602070	2026 6	INV	P	033126		HOSE REPLACEMENT &	324.76
004576 WALT MASSEY CHEVROLE 453726		2602232	2026 6	INV	P	033126		OIL CHANGE - UNIT 2	69.95
	ACCOUNT TOTAL								1,836.38
001180 601300								DEMOLITION	
003718 MSP ENTERPRISES, LLC 031026-0		0	2026 6	INV	P	033126		314123 DEMO - 38 MCCALL ST	10,043.44
003718 MSP ENTERPRISES, LLC 032526-0		0	2026 6	INV	P	033126		314123 DEMO - 825 W 6TH ST	2,680.19
									12,723.63
	ACCOUNT TOTAL								12,723.63
001180 601800								LOT CLEARING	
047238 COHENS, ARTHUR SUNSHINE-915WHITNEY		0	2026 6	INV	P	033126		314010 LOT CLEARING/TOW -	3,300.00
	ACCOUNT TOTAL								3,300.00
001180 606000								TELEPHONE AND TELEGRAPH	
051742 C SPIRE - CELL PHONE 3001031910 FEB 2026		0	2026 6	INV	P	033126		313995 SC# 382C SPIRE BILL	761.79
	ACCOUNT TOTAL								761.79
001180 638400								MOTOR VEHICLE EQ. R&M	
003421 LIL TIRE SHOPPE (BR 1138139		2602070	2026 6	INV	P	033126		314089 HOSE REPLACEMENT &	199.90
	ACCOUNT TOTAL								199.90
	ORG 001180 TOTAL								19,294.30
001190								P/S CONTRAC.SER	
001190 602700								MEDICAL	
050313 ASSOCIATION PROGRAM 260325220240		0	2026 6	INV	P	033126		313975 INMATE MEDICAL BILL	7,369.46
	ACCOUNT TOTAL								7,369.46
001190 681500								JAIL EXPENSE	
002851 FORREST CTY SUPERVIS 10.2025		0	2026 6	INV	P	033126		314033 INMATE HOUSING OCTO	69,587.04
002851 FORREST CTY SUPERVIS FCJ 11.2025		0	2026 6	INV	P	033126		314033 INMATE HOUSING NOVE	60,809.72
002851 FORREST CTY SUPERVIS FCJ 12.2025		0	2026 6	INV	P	033126		314033 INMATE HOUSING DECE	61,079.17
									191,475.93
003372 LAMAR CTY SUPERVISOR LCJ 10.2025		0	2026 6	INV	P	033126		314086 INMATE HOUSING OCTO	120.00
003372 LAMAR CTY SUPERVISOR LCJ 12.2025		0	2026 6	INV	P	033126		314086 INMATE HOUSING DECE	30.00
003372 LAMAR CTY SUPERVISOR LCJ 2.2026		0	2026 6	INV	P	033126		314086 INMATE HOUSING FEBR	30.00
									180.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL						191,655.93					
ORG 001190 TOTAL						199,025.39					
001191				TRAFFIC MAINT.							
001191	554000			TRAFFIC CONTROL EQ. SPLY.							
002113	AMERICAN SIGNS	1687-26	2602100	2026	6 INV P	783.00	033126	313972	STREET MARKERS		
004176	SHERWIN-WILLIAMS COM	36621110190326	2602085	2026	6 INV P	82.08	033126	314161	FLASHERS EQUIPMENT		
004176	SHERWIN-WILLIAMS COM	36639110190326	2602087	2026	6 INV P	325.20	033126	314161	CROSSING EQUIPMENT		
						407.28					
004412	TEMPLE INC	INV0278037	0	2026	6 INV P	2,500.00	033126	314181	T3 SERVICE AND SUPP		
048420	BAKER DISTRIBUTING	GN65686	2602196	2026	6 INV P	21.57	033126	313983	ELECTRICAL PART FOR		
ACCOUNT TOTAL						3,711.85					
001191	554500			TRAFFIC SIGNS							
002113	AMERICAN SIGNS	1663-26	2601778	2026	6 INV P	464.00	033126	313972	STREET MARKERS		
004555	VULCAN SIGNS	R70493	2601565	2026	6 INV P	4,449.25	033126	314190	STREET SIGNS		
ACCOUNT TOTAL						4,913.25					
001191	570000			MTR VEHICLE REP. PTS/SPL							
002168	AUTO ZONE	00139658402	2601792	2026	6 INV P	17.97	033126	313981	AUTO ANTIFREEZE		
002168	AUTO ZONE	00139691240	2602121	2026	6 INV P	108.15	033126	313981	BATTERY		
						126.12					
ACCOUNT TOTAL						126.12					
001191	606000			TELEPHONE AND TELEGRAPH							
051742	C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026	6 INV P	90.64	033126	313995	SC# 382C SPIRE BILL		
ACCOUNT TOTAL						90.64					
001191	638400			MOTOR VEHICLE EQ. R&M							
002815	FIRESTONE COMPLETE A	289087	2601849	2026	6 INV P	97.68	033126	314032	WORK ORDER#289087		
ACCOUNT TOTAL						97.68					
001191	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4262678047	0	2026	6 INV P	40.51	033126	314005	TRAFFIC SC/82000569		
002471	CINTAS CORPORATION #	4263427066	0	2026	6 INV P	40.51	033126	314005	TRAFFIC SC/82000569		
						81.02					
ACCOUNT TOTAL						81.02					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001191 643500										
	MOP-MAT-RAG RENT									
002471 CINTAS CORPORATION # 4262677604		0	2026 6	INV	P	8.78 033126		314006 TRAFFIC SC/82000569		
002471 CINTAS CORPORATION # 4263426423		0	2026 6	INV	P	8.78 033126		314006 TRAFFIC SC/82000569		
						17.56				
	ACCOUNT TOTAL					17.56				
	ORG 001191 TOTAL					9,038.12				
001201										
	STREET DIV.									
001201 540000										
	ASPHALT & ASPHALT PROD.									
004586 WARREN PAVING INC 121834		2601862	2026 6	INV	P	293.70 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 121949		2601862	2026 6	INV	P	492.38 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122028		2601862	2026 6	INV	P	311.94 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122131		2601862	2026 6	INV	P	361.84 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122237		2602093	2026 6	INV	P	352.25 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122309		2602093	2026 6	INV	P	209.23 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122378		2602093	2026 6	INV	P	636.35 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122462		2602093	2026 6	INV	P	348.41 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122546		2602093	2026 6	INV	P	554.77 033126		314193 ASPHALT/VARIOUS LOC		
004586 WARREN PAVING INC 122607		2602093	2026 6	INV	P	267.78 033126		314193 ASPHALT/VARIOUS LOC		
						3,828.65				
	ACCOUNT TOTAL					3,828.65				
001201 542000										
	DRAINAGE PIPE & CULVERTS									
004284 SOUTHERN PIPE & SUPP 2434996		2602178	2026 6	INV	P	2,732.60 033126		314172 18" & 10" DRAINAGE		
	ACCOUNT TOTAL					2,732.60				
001201 559000										
	OTHER OPERATING MATL/SPLY									
002471 CINTAS CORPORATION # 4262678031		0	2026 6	INV	P	83.16 033126		314004 MOP, AIR & SOAP SC,		
002471 CINTAS CORPORATION # 4263426984		0	2026 6	INV	P	83.16 033126		314005 UNIFORM RENTALS SC		
						166.32				
002472 CINTAS FIRST AID J71 5323336405		0	2026 6	INV	P	7.53 033126		314007 SERVICE CHARGE/FIRS		
003034 HATTIESBURG HYDRAULI 113899		2602209	2026 6	INV	P	130.11 033126		314050 HOSE FOR THE SHOP		
	ACCOUNT TOTAL					303.96				
001201 570000										
	MTR VEHICLE REP. PTS/SPL									
002569 COVINGTON SALES & SE 104636		2601708	2026 6	INV	P	231.22 033126		314015 SOLENOID/UNIT 21466		
	ACCOUNT TOTAL					231.22				
001201 604900										
	OTHER PROFESSIONAL SERV.									
003140 HUB CITY CONSTRUCTIO 3633		2601808	2026 6	INV	P	4,673.80 033126		314057 CONCRETE REPAIRS -		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
003331 KINSEY WELDING	5132	0	2026 6	INV	P	033126		BUILD AND INSTALL D	2,100.00	314081
048966 MARTINEZ DAVID J	256	0	2026 6	INV	P	033126		WEEKLY MAINTENANCE-	5,600.00	314095
048966 MARTINEZ DAVID J	257	0	2026 6	INV	P	033126		WEEKLY MAINTENANCE-	1,400.00	314095
048966 MARTINEZ DAVID J	258	0	2026 6	INV	P	033126		WEEKLY MAINTENANCE-	1,000.00	314095
									<b>8,000.00</b>	
052130 MASTER CARE LANDSCAP 5		0	2026 6	INV	P	033126		WEEKLY MAINTENANCE-	6,400.00	314096
052130 MASTER CARE LANDSCAP 6		0	2026 6	INV	P	033126		WEEKLY MAINTENANCE-	5,600.00	314096
									<b>12,000.00</b>	
ACCOUNT TOTAL									26,773.80	
001201 636099			LONG RANGE PAVING PLAN							
047056 WARREN PAVING INC	122107	2601851	2026 6	INV	P	033126		PAVNG N. 32ND AVE M	19,476.00	314194
047056 WARREN PAVING INC	122108	2601850	2026 6	INV	P	033126		PAVNG N. 33RD AVE	20,513.76	314194
									<b>39,989.76</b>	
ACCOUNT TOTAL									39,989.76	
001201 638700			AGRICULTURAL EQ. R&M							
004297 SOUTHERN TIRE MART (	2520207684	2602192	2026 6	INV	P	033126		LABOR TO CHANGE TIR	319.90	314173
ACCOUNT TOTAL									319.90	
001201 639800			TOW IN CHARGES							
049961 LONNIE SMITH	22440	0	2026 6	INV	P	033126		TOW CHARGE/UNIT 147	200.00	314091
ACCOUNT TOTAL									200.00	
001201 643000			UNIFORM RENT							
002471 CINTAS CORPORATION #	4262677707	0	2026 6	INV	P	033126		UNIFORM RENTALS	28.88	314006
002471 CINTAS CORPORATION #	4262677757	0	2026 6	INV	P	033126		UNIFIORM RENTALS/ S	19.29	314006
002471 CINTAS CORPORATION #	4262677843	0	2026 6	INV	P	033126		UNIFORM RENTALS/SC	30.88	314006
002471 CINTAS CORPORATION #	4262677942	0	2026 6	INV	P	033126		UNIFORM RENTALS/SC	97.09	314004
002471 CINTAS CORPORATION #	4262677971	0	2026 6	INV	P	033126		BLACK MATS/82000447	36.39	314005
002471 CINTAS CORPORATION #	4262677991	0	2026 6	INV	P	033126		UNIFORM RENTALS/SC	57.94	314005
002471 CINTAS CORPORATION #	4263426488	0	2026 6	INV	P	033126		UNIFORM RENTALS SC	28.88	314006
002471 CINTAS CORPORATION #	4263426568	0	2026 6	INV	P	033126		UNIFORM RENTALS SC	30.88	314006
002471 CINTAS CORPORATION #	4263426572	0	2026 6	INV	P	033126		UNIFORM RENTALS SC	15.69	314006
002471 CINTAS CORPORATION #	4263426875	0	2026 6	INV	P	033126		UNIFORM RENTALS SC	57.94	314005
002471 CINTAS CORPORATION #	4263427016	0	2026 6	INV	P	033126		BLACK MAT	36.39	314005
002471 CINTAS CORPORATION #	4263427287	0	2026 6	INV	P	033126		UNIFORM RENTALS SC	208.93	314004
									<b>649.18</b>	
ACCOUNT TOTAL									649.18	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
				ORG 001201	TOTAL			75,029.07			
001202	STREET LIGHTS										
001202	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2026- 3.09.2026B	0	2026	6	INV	P	69.08	033126	314110 MISSISSIPPI POWER-	
003700	MS POWER COMPANY	E2026- 3.10.2026	0	2026	6	INV	P	69.08	033126	314111 MISSISSIPPI POWER-	
003700	MS POWER COMPANY	E2026- 3.19.2026	0	2026	6	INV	P	135.27	033126	314117 MISSISSIPPI POWER-	
003700	MS POWER COMPANY	E2026- 3.20.2026	0	2026	6	INV	P	67.66	033126	314119 MISSISSIPPI POWER-	
003700	MS POWER COMPANY	E2026- 3.23.2026	0	2026	6	INV	P	143.00	033126	314120 MISSISSIPPI POWER-1	
003700	MS POWER COMPANY	E2026-03.12	0	2026	6	INV	P	67.33	033126	314113 MISSISSIPPI POWER E	
003700	MS POWER COMPANY	E2026-03.16	0	2026	6	INV	P	142.33	033126	314115 MISSISSIPPI POWER E	
003700	MS POWER COMPANY	FEB 6-MAR 9	0	2026	6	INV	P	139.32	033126	314109 MISSISSIPPI POWER E	
								833.07			
003873	PEARL RIVER VALLEY E	2026 2.27.26C	0	2026	6	INV	P	396.00	033126	314137 PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2026 3.06.26	0	2026	6	INV	P	879.62	033126	314137 PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2026 3.09.26	0	2026	6	INV	P	55.05	033126	314137 PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2026 3.10.26	0	2026	6	INV	P	524.50	033126	314137 PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2026 3.20.26	0	2026	6	INV	P	18.06	033126	314137 PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2026 3.23.26	0	2026	6	INV	P	529.00	033126	314137 PEARL RIVER VALLEY-	
								2,402.23			
004282	SOUTHERN PINE ELECTR	E2026- 3.17.26	0	2026	6	INV	P	94.00	033126	314171 SOUTHERN PINE- VARI	
ACCOUNT TOTAL								3,329.30			
				ORG 001202	TOTAL			3,329.30			
001203	ENGR/PUBLIC SER										
001203	501000	OTHER EXPENDABLE OFF.SPL									
003810	OFFICE PRODUCTS PLUS	1079333-0	2501286	2026	6	INV	P	62.12	033126	314132 HEATER-12/30/24	
003810	OFFICE PRODUCTS PLUS	1082180-1	2501666	2026	6	INV	P	23.58	033126	314132 OFFICE SUPPLIES-3/2	
								85.70			
ACCOUNT TOTAL								85.70			
001203	601500	ENGINEERING									
004197	SHOWS DEARMAN & WAIT	27806	0	2026	6	INV	P	11,030.00	033126	314162 MB 2012-1/34 EAST D	
ACCOUNT TOTAL								11,030.00			
001203	606000	TELEPHONE AND TELEGRAPH									
051742	C SPIRE - CELL PHONE	3001031910	FEB 2026	0	2026	6	INV	P	215.76	033126	313995 SC# 382C SPIRE BILL
ACCOUNT TOTAL								215.76			
001203	635000	BUILDING R&M									
004234	SMITH, JIM SERVICES	i94883	0	2026	6	INV	P	544.07	033126	314164 REPLACE CONDENSER F	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						544.07			
001203 641000				OFFICE EQUIPMENT RENT					
004057 RJ YOUNG COMPANY	INV7976732	0	2026 6	INV	P	298.44 033126		314154 MB 2022-316 COPIER	
004057 RJ YOUNG COMPANY	INV7977435	0	2026 6	INV	P	199.64 033126		314154 MB 2022-377 CANON T	
						498.08			
ACCOUNT TOTAL						498.08			
001203 699900				SERVICES NOT SPECIFIED					
003242 JEFCOAT FENCE OF HAT	26824	2602118	2026 6	INV	P	2,500.00 033126		314068 FENCE REPAIRS AT LI	
ACCOUNT TOTAL						2,500.00			
ORG 001203 TOTAL						14,873.61			
001204				SHOP DIVISION					
001204 559000				OTHER OPERATING MATL/SPLY					
048827 CARQUEST	013254	2602190	2026 6	INV	P	827.47 033126		313998 PW SHOP- GREASE-QUO	
ACCOUNT TOTAL						827.47			
001204 570000				MTR VEHICLE REP. PTS/SPL					
002739 EMPIRE TRUCK SALES	CE006246375:01	2602149	2026 6	INV	P	141.72 033126		314027 PW SHOP-PARTS-VENT	
003034 HATTIESBURG HYDRAULI	113949	2602256	2026 6	INV	P	9.40 033126		314050 PARTS-ORINGS-QUOTE	
ACCOUNT TOTAL						151.12			
001204 642500				CYLINDER RENT					
002071 AIRGAS USA LLC (NORD	5522901076	0	2026 6	INV	P	918.92 033126		313964 CYLINDER RENTAL/PW	
ACCOUNT TOTAL						918.92			
001204 643000				UNIFORM RENT					
002471 CINTAS CORPORATION #	4262677984	0	2026 6	INV	P	67.17 033126		314005 UNIFORM RENTALS/SC	
002471 CINTAS CORPORATION #	4263427057	0	2026 6	INV	P	314.29 033126		314004 UNIFORM RENTALS SC	
						381.46			
ACCOUNT TOTAL						381.46			
ORG 001204 TOTAL						2,278.97			
001206				DRAINAGE DIV.					
001206 606000				TELEPHONE AND TELEGRAPH					
051742 C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026 6	INV	P	386.20 033126		313995 SC# 382C SPIRE BILL	
ACCOUNT TOTAL						386.20			
001206 729500				OTHER IMPROVEMENTS					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
004197	SHOWS DEARMAN & WAIT	27818		0	2026 6	INV P	11,082.50 033126	314162	MB 2012-1/34 2024 S
ACCOUNT TOTAL							11,082.50		
ORG 001206				TOTAL			11,468.70		
001207	CONSTRUCTION								
001207	559000								OTHER OPERATING MATL/SPLY
002714	ECONOMY SUPPLY CO	161011		2602183	2026 6	INV P	40.00 033126	314023	MATERIAL FOR CONST
ACCOUNT TOTAL							40.00		
001207	560500								ELECTRICAL SUPPLIES
002883	GARNER LUMLEY ELECTR	626285		2602071	2026 6	INV P	145.00 033126	314039	LIGHT BULBS/CONST D
002883	GARNER LUMLEY ELECTR	626402		2602185	2026 6	INV P	109.50 033126	314039	TAPE FOR HUBFEST 20
002883	GARNER LUMLEY ELECTR	626473		2602275	2026 6	INV P	219.71 033126	314039	BREAKERS FOR HUBFES
							474.21		
002901	GILKEY ELECTRIC SUPP	411869		2503246	2026 6	INV P	2,302.25 033126	314041	LIGHTING REPAIR PAR
ACCOUNT TOTAL							2,776.46		
001207	561000								PLUMBING SUPPLIES
003543	MCELHANEY PLUMBING I	319102		2602204	2026 6	INV P	34.95 033126	314098	TOOL FOR PLUMBING/S
003543	MCELHANEY PLUMBING I	319271		2601973	2026 6	INV P	12.95 033126	314098	PLUMBING TOOLS FOR
003543	MCELHANEY PLUMBING I	319277		2602296	2026 6	INV P	611.40 033126	314098	HUBFEST SUPPLIES
003543	MCELHANEY PLUMBING I	319304		2602309	2026 6	INV P	19.50 033126	314098	PLUMBING FOR HUBFES
003543	MCELHANEY PLUMBING I	319351		2602316	2026 6	INV P	24.89 033126	314098	PLUMBING FOR HUBFES
003543	MCELHANEY PLUMBING I	319371		2602382	2026 6	INV P	109.90 033126	314098	TOOL FOR CONSTRUCTI
							813.59		
ACCOUNT TOTAL							813.59		
001207	565000								PAINT AND PAINTING SPLY.
002714	ECONOMY SUPPLY CO	158423		2601586	2026 6	INV P	1,790.00 033126	314023	PAINT SUPPLIES FOR
ACCOUNT TOTAL							1,790.00		
001207	570000								MTR VEHICLE REP. PTS/SPL
048827	CARQUEST	013216		2602107	2026 6	INV P	23.98 033126	313998	WINSHIELD WIPERS/CO
ACCOUNT TOTAL							23.98		
001207	599102								REPR/MAINT SPL-DOWNTOWN
002901	GILKEY ELECTRIC SUPP	419873		2601193	2026 6	INV P	2,906.25 033126	314041	LIGHTING REPAIRS DO
ACCOUNT TOTAL							2,906.25		
001207	604900								OTHER PROFESSIONAL SERV.
002523	COMCAST CABLEVISION	03/22/26-04/21/26	0		2026 6	INV P	145.36 033126	314011	COMCAST-CIVIL DEFEN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								145.36		
001207	606000	TELEPHONE AND TELEGRAPH								
051742	C SPIRE - CELL PHONE	3001031910	FEB 2026	0	2026	6	INV P	45.32	033126	313995 SC# 382C SPIRE BILL
ACCOUNT TOTAL								45.32		
001207	639100	DOWNTOWN LIGHTS R&M								
002672	DOLEAC ELECTRIC CO I	H30971			2601445	2026	6 INV P	2,995.00	033126	314020 LIGHTING REPAIRS-PA
002901	GILKEY ELECTRIC SUPP	420078			0	2026	6 INV P	888.06	033126	314041 MATERIAL FOR DECORA
002901	GILKEY ELECTRIC SUPP	423878			2601925	2026	6 INV P	968.75	033126	314041 LUCKY RABBIT POLE
								1,856.81		
ACCOUNT TOTAL								4,851.81		
001207	643000	UNIFORM RENT								
002471	CINTAS CORPORATION #	4262677883			0	2026	6 INV P	40.96	033126	314005 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4263426588			0	2026	6 INV P	40.96	033126	314005 UNIFORM RENTAL/CONS
								81.92		
ACCOUNT TOTAL								81.92		
ORG 001207 TOTAL								13,474.69		
001220	SANITATION DIV.									
001220	513000	CHEMICALS								
002162	ATCO INTERNATIONAL	I0655581			2602169	2026	6 INV P	775.20	033126	313980 GRADULATES SUPPRESS
ACCOUNT TOTAL								775.20		
001220	559000	OTHER OPERATING MATL/SPLY								
002471	CINTAS CORPORATION #	4257418367			0	2026	6 INV P	33.43	033126	314006 SC 8200044758-MAT R
002471	CINTAS CORPORATION #	4257418419			0	2026	6 INV P	114.66	033126	314004 SC 8200044758-MOP R
002471	CINTAS CORPORATION #	4258162777			0	2026	6 INV P	33.43	033126	314006 SC 8200044758-MAT R
002471	CINTAS CORPORATION #	4258162784			0	2026	6 INV P	56.78	033126	314005 SC 8200044758-MOP R
002471	CINTAS CORPORATION #	4259665916			0	2026	6 INV P	33.43	033126	314006 SC 8200044758-MAT R
002471	CINTAS CORPORATION #	4259665945			0	2026	6 INV P	56.78	033126	314005 SC 8200044758-MOP R
002471	CINTAS CORPORATION #	4260419300			0	2026	6 INV P	114.66	033126	314004 SC 8200044758-MOP R
002471	CINTAS CORPORATION #	4260419308			0	2026	6 INV P	33.43	033126	314006 SC 8200044758-MAT R
002471	CINTAS CORPORATION #	4261199190			0	2026	6 INV P	56.78	033126	314005 SC 8200044758-MOP R
002471	CINTAS CORPORATION #	4261199218			0	2026	6 INV P	33.43	033126	314006 SC 8200044758-MAT R
002471	CINTAS CORPORATION #	4261919217			0	2026	6 INV P	61.92	033126	314005 SC 8200044758-MOP R
002471	CINTAS CORPORATION #	4261919252			0	2026	6 INV P	33.43	033126	314006 SC 8200044758-MAT R
002471	CINTAS CORPORATION #	4262677657			0	2026	6 INV P	33.43	033126	314006 SC 8200044758-MAT R
002471	CINTAS CORPORATION #	4262677682			0	2026	6 INV P	61.92	033126	314005 SC 8200044758-MOP R
								757.51		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						757.51			
001220 570000				MTR VEHICLE REP.	PTS/SPL				
002739 EMPIRE TRUCK SALES	CE006246588:01	2602254	2026 6	INV	P	213.33 033126	314027	PARTS-MOTOR HYOSEON	
003114 HOL-MAC CORPORATION	408272	2602053	2026 6	INV	P	777.57 033126	314054	PARTS-CYLINDER-QUO	
004297 SOUTHERN TIRE MART (	2520207444	2602154	2026 6	INV	P	100.00 033126	314173	PARTS-VALVE STEM-QU	
004597 WATERS INTERNATIONAL	08P808046	2602253	2026 6	INV	P	1,160.55 033126	314197	PARTS-UNIT 14406-QU	
048827 CARQUEST	013379	2602355	2026 6	INV	P	23.98 033126	313998	PARTS-BEAM WIPER BL	
ACCOUNT TOTAL						2,275.43			
001220 604900				OTHER PROFESSIONAL SERV.					
051742 C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026 6	INV	P	90.64 033126	313995	SC# 382C SPIRE BILL	
ACCOUNT TOTAL						90.64			
001220 638400				MOTOR VEHICLE EQ.	R&M				
002739 EMPIRE TRUCK SALES	re006042217:01	2602155	2026 6	INV	P	3,951.46 033126	314027	REPAIRS-UNIT 22072-	
003708 MS STATE/DEPT OF REV	REPLACE TITLE 14402	0	2026 6	INV	P	9.00 033126	314121	REPLACEMENT TITLE F	
ACCOUNT TOTAL						3,960.46			
001220 643000				UNIFORM RENT					
002471 CINTAS CORPORATION #	4262678164	0	2026 6	INV	P	279.39 033126	314004	SC 8200044758-UNIFO	
ACCOUNT TOTAL						279.39			
001220 688000				TIPPING FEES					
004591 WASTE MANAGEMENT OF	0014754-2526-8	0	2026 6	INV	P	4,420.73 033126	314196	MB# 2023-181RUBBISH	
ACCOUNT TOTAL						4,420.73			
ORG 001220 TOTAL						12,559.36			
001250				HEALTH DIVISION					
001250 575500				AGRICLTRL REPAIR	PTS/SPL				
002083 ALLBRITTON CHAIN SAW	114670	2602144	2026 6	INV	P	639.84 033126	313967	WEEDEATER HEADS	
002304 BRACKMAN MOWER WAREH	78990	2602267	2026 6	INV	P	249.00 033126	313987	STARTER UNIT 21656	
003543 MCELHANEY PLUMBING I	319142	2602240	2026 6	INV	P	406.80 033126	314098	LITTER PICK UP STIC	
003615 JOHN DEERE FINANCIAL	P23926	2602194	2026 6	INV	P	556.16 033126	314070	BLADES, BOLTS, & NU	
048827 CARQUEST	013134	2602249	2026 6	INV	P	189.51 033126	313998	PUMP/UNIT 20198	
ACCOUNT TOTAL						2,041.31			



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							32.53		
001553	561000								
003543	MCELHANEY PLUMBING I	318994		2602147	2026 6	INV P	34.33	033126	314098 HIGHLAND CEMETERY P
ACCOUNT TOTAL							34.33		
001553	570000								
048827	CARQUEST	13387		2602373	2026 6	INV P	1.45	033126	313998 TAPE MEASURES / MIS
ACCOUNT TOTAL							1.45		
001553	575500								
002083	ALLBRITTON CHAIN SAW	21737		2602175	2026 6	INV P	23.75	033126	313967 CHAINSAW REPAIR (UR
048827	CARQUEST	13387		2602373	2026 6	INV P	10.88	033126	313998 TAPE MEASURES / MIS
ACCOUNT TOTAL							34.63		
001553	606000								
051742	C SPIRE - CELL PHONE	3001031910 FEB 2026	0		2026 6	INV P	90.64	033126	313995 SC# 382C SPIRE BILL
ACCOUNT TOTAL							90.64		
001553	638700								
004297	SOUTHERN TIRE MART (	2520207921		2602246	2026 6	INV P	2,670.00	033126	314173 TRACK REPLACEMENT F
ACCOUNT TOTAL							2,670.00		
001553	643000								
002471	CINTAS CORPORATION #	4261202383	0		2026 6	INV P	220.05	033126	314004 ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4261922728	0		2026 6	INV P	110.99	033126	314004 ST. CONTRACT#820004
							331.04		
ACCOUNT TOTAL							331.04		
001553	643500								
002471	CINTAS CORPORATION #	4261202172	0		2026 6	INV P	33.69	033126	314006 ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4261922514	0		2026 6	INV P	33.69	033126	314005 ST. CONTRACT#820004
							67.38		
ACCOUNT TOTAL							67.38		
ORG 001553 TOTAL							3,309.47		
FUND 001 General Fund							TOTAL:	988,777.56	



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								40.00		
002300	560000			BUILDING MATERIALS & SPL Y						
002714	ECONOMY SUPPLY CO	160017	2601942	2026	6	INV	P	17.45	033126	314023 REPAIR DAMAGES/VERN
002714	ECONOMY SUPPLY CO	160070	2601942	2026	6	INV	P	19.50	033126	314023 REPAIR DAMAGES/VERN
002714	ECONOMY SUPPLY CO	160262	2601942	2026	6	INV	P	37.05	033126	314023 REPAIR DAMAGES/VERN
								74.00		
003645	MOORE'S LOCK AND KEY	31399	2602054	2026	6	INV	P	12.50	033126	314103 KEYS FOR SAN ANTONI
052252	KITCHEN BY DESIGN	03162026	2602221	2026	6	INV	P	1,350.00	033126	314082 COUNTERTOP REPLACEM
ACCOUNT TOTAL								1,436.50		
002300	561000			PLUMBING SUPPLIES						
003302	KEELING COMPANY (HAT	S4825056.001	2602035	2026	6	INV	P	991.93	033126	314076 IRRIGATION/PLUMBING
003543	MCELHANEY PLUMBING I	318999	2602215	2026	6	INV	P	134.95	033126	314098 DOLEAC PARK MATERIA
003543	MCELHANEY PLUMBING I	319265	2602287	2026	6	INV	P	44.95	033126	314098 DOLEAC PARK MATERIA
								179.90		
ACCOUNT TOTAL								1,171.83		
002300	565000			PAINT AND PAINTING SPL Y.						
004176	SHERWIN-WILLIAMS COM	3784-5	2602262	2026	6	INV	P	123.90	033126	314161 PAINT FOR DAHMER PA
ACCOUNT TOTAL								123.90		
002300	570000			MTR VEHICLE REP. PTS/SPL						
002169	AUTOMOTIVE GLASS SPE	W270580	2602225	2026	6	INV	P	295.00	033126	313982 TRUCK MAINT UNIT #2
048827	CARQUEST	012932	2602150	2026	6	INV	P	71.88	033126	313998 TRUCK MAINT UNIT #2
048827	CARQUEST	013000	2602188	2026	6	INV	P	47.08	033126	313998 TRUCK MAINT UNIT #2
048827	CARQUEST	013054	2602216	2026	6	INV	P	45.72	033126	313998 SHOP SUPPLIES
048827	CARQUEST	013056	2602218	2026	6	INV	P	4.99	033126	313998 SHOP SUPPLIES
048827	CARQUEST	013239	2602297	2026	6	INV	P	47.79	033126	313998 TRUCK MAINT UNIT #1
048827	CARQUEST	013273	2602307	2026	6	INV	P	38.85	033126	313998 SHOP SUPPLIES
								256.31		
ACCOUNT TOTAL								551.31		
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	114855	2602270	2026	6	INV	P	386.99	033126	313967 WEED EATER PURCHASE
002304	BRACKMAN MOWER WAREH	78801	2602231	2026	6	INV	P	31.80	033126	313987 SHOP SUPPLIES
002304	BRACKMAN MOWER WAREH	78989	2602271	2026	6	INV	P	129.00	033126	313987 BACKPACK BLOWER PUR
002304	BRACKMAN MOWER WAREH	79250	2602302	2026	6	INV	P	1,040.09	033126	313987 SHOP SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							1,200.89		
	002714 ECONOMY SUPPLY CO	161179	2602222	2026 6	INV	P	209.50 033126	314023	TRAILER PARTS
	003843 PARISH TRACTOR (HATT P32034		2602313	2026 6	INV	P	58.60 033126	314134	MOWER PARTS
	003926 PIONEER MANUFACTURIN 288043		2602032	2026 6	INV	P	151.40 033126	314144	FIELD EQUIPMENT REP
							ACCOUNT TOTAL		2,007.38
002300 606000									TELEPHONE AND TELEGRAPH
	051742 C SPIRE - CELL PHONE 3001031910 FEB 2026	0		2026 6	INV	P	45.32 033126	313995	SC# 382C SPIRE BILL
							ACCOUNT TOTAL		45.32
002300 612000									FREIGHT
	002162 ATCO INTERNATIONAL I0655571		2602067	2026 6	INV	P	71.46 033126	313980	JANITORAL SUPPLIES
	004281 SOUTHERN ON SITE STO 114125		2601734	2026 6	INV	P	75.00 033126	314170	PORTABLES FOR TATUM
	047247 JA DAWSON CO 107606-0101		2601713	2026 6	INV	P	51.82 033126	314066	SWING SUPPLIES FOR
	049595 SITEONE LANDSCAPE 162512906-001		2601824	2026 6	INV	P	125.86 033126	314163	SUPPLIES FOR BALLFI
							ACCOUNT TOTAL		324.14
002300 638400									MOTOR VEHICLE EQ. R&M
	004297 SOUTHERN TIRE MART ( 2520207115		2602117	2026 6	INV	P	727.80 033126	314173	TRUCK MAINT UNIT #2
							ACCOUNT TOTAL		727.80
002300 638700									AGRICULTURAL EQ. R&M
	002083 ALLBRITTON CHAIN SAW 21898		2602310	2026 6	INV	P	126.22 033126	313967	TRIMMER REPAIR FS25
	002304 BRACKMAN MOWER WAREH 78842		2602245	2026 6	INV	P	255.41 033126	313987	MOWER REPAIR
	002304 BRACKMAN MOWER WAREH 78889		2602261	2026 6	INV	P	107.42 033126	313987	BLOWER REPAIR PB-90
							362.83		
	003034 HATTIESBURG HYDRAULI 114046		2602342	2026 6	INV	P	173.61 033126	314050	SAND PRO REPAIR
	003380 LANCASTER'S MACHINE 26096		2602357	2026 6	INV	P	150.00 033126	314087	TRACTOR HITCH REPAI
							ACCOUNT TOTAL		812.66
002300 643000									UNIFORM RENT
	002471 CINTAS CORPORATION # 4262400490	0		2026 6	INV	P	277.67 033126	314004	PR GROUNDS UNIFORM
	002471 CINTAS CORPORATION # 4263163307	0		2026 6	INV	P	242.35 033126	314004	PR GROUNDS UNIFORM
							520.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								520.02		
002300	644900				OTHER RENT					
002471	CINTAS CORPORATION # 4262400117	0		2026	6	INV	P	60.70	033126	314005 PR GROUNDS MAT RENT
002471	CINTAS CORPORATION # 4263162815	0		2026	6	INV	P	60.70	033126	314005 PR GROUNDS MAT RENT
002471	CINTAS CORPORATION # 5323336403	0		2026	6	INV	P	213.23	033126	314004 PR GROUNDS MEDICAL
								334.63		
004281	SOUTHERN ON SITE STO 114127	0		2026	6	INV	P	50.00	033126	314170 EMERGENCY RELOCATIO
004401	TAYLOR RENTAL CENTER 1-366085-03	2602260		2026	6	INV	P	155.80	033126	314180 FLOOR SANDER AND GR
ACCOUNT TOTAL								540.43		
002300	699900				SERVICES NOT SPECIFIED					
002905	GILLILANDS ELECTRONI 20200	0		2026	6	INV	P	47.50	033126	314042 REMOTE PROGRAMMING
004281	SOUTHERN ON SITE STO 114059	2600670		2026	6	INV	P	960.00	033126	314170 PORTABLES TWO-QUOTE
004281	SOUTHERN ON SITE STO 114125	2601734		2026	6	INV	P	975.00	033126	314170 PORTABLES FOR TATUM
								1,935.00		
050384	FOUR SEASONS ORNAMEN 4200	0		2026	6	INV	P	180.00	033126	314034 WEED MAINTENANCE HA
050384	FOUR SEASONS ORNAMEN 4201	0		2026	6	INV	P	240.00	033126	314034 FLOWER BED MAINTENA
050384	FOUR SEASONS ORNAMEN 4203	0		2026	6	INV	P	180.00	033126	314034 FLOWER BED MAINTENA
050384	FOUR SEASONS ORNAMEN 4204	0		2026	6	INV	P	240.00	033126	314034 FLOWER BED MAINTENA
050384	FOUR SEASONS ORNAMEN 4208	0		2026	6	INV	P	185.00	033126	314034 TURF MAINTENANCE ZO
050384	FOUR SEASONS ORNAMEN 4209	0		2026	6	INV	P	340.00	033126	314034 TURF MAINTENANCE 38
								1,365.00		
ACCOUNT TOTAL								3,347.50		
ORG 002300 TOTAL								22,007.80		
002315	535500				PKS/REC-REC.ADMIN/COM.REL.					
003216	J M H GRAPHICS	49230		2602191	2026	6	INV	834.50	033126	314065 UNIFORM APPAREL FOR
ACCOUNT TOTAL								834.50		
002315	551000				RECREATIONAL SUPPLIES					
040842	CHARLIE'S TROPHY	20194693		2602045	2026	6	INV	582.00	033126	314002 END OF THE SEASON Y
ACCOUNT TOTAL								582.00		
002315	603400				OFFICIALS					
002540	CONNER, TOBARRA	TCONNER308		0	2026	6	INV	120.00	033126	314012 ADULT BASKETBALL 3/
004432	THOMPSON, JESSE	JTHOMPSON307		0	2026	6	INV	30.00	033126	314182 YOUTH BASKETBALL 3/
004432	THOMPSON, JESSE	JTHOMPSON30926		0	2026	6	INV	90.00	033126	314182 ADULT BASKETBALL 3/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
004432 THOMPSON, JESSE	JTHOMPSON401	0	2026 6	INV	P	90.00 033126	314182	ADULT BASKETBALL 3/				
						210.00						
047301 FREDERICK NICHOLAS P	NPAIGE309	0	2026 6	INV	P	90.00 033126	314035	ADULT BASKETBALL 30				
048357 KEYS GLENN	GKEYS310	0	2026 6	INV	P	115.00 033126	314080	YOUTH BASKETBALL 3/				
048357 KEYS GLENN	GKEYS312	0	2026 6	INV	P	210.00 033126	314080	ADULT BASKETBALL 3/				
						325.00						
048584 SUTTON DIONTA T	DSUTTON308	0	2026 6	INV	P	90.00 033126	314179	ADULT BASKETBALL 3/				
048584 SUTTON DIONTA T	DSUTTON401	0	2026 6	INV	P	90.00 033126	314179	ADULT BASKETBALL 3/				
						180.00						
049349 JESSICA R POWELL	JPOWELL308	0	2026 6	INV	P	30.00 033126	314069	ADULT BASKETBALL 3/				
049349 JESSICA R POWELL	JPOWELL401	0	2026 6	INV	P	30.00 033126	314069	ADULT BASKETBALL 3/				
						60.00						
051135 BURNS, LOGAN	LBURNS308	0	2026 6	INV	P	90.00 033126	313993	ADULT BASKETBALL 3/				
051135 BURNS, LOGAN	LBURNS310	0	2026 6	INV	P	15.00 033126	313993	YOUTH BASKETBALL 3/				
051135 BURNS, LOGAN	LBURNS401	0	2026 6	INV	P	30.00 033126	313993	ADULT BASKETBALL 3/				
						135.00						
051375 BENNETT JERMAINE	JBENNETT308	0	2026 6	INV	P	90.00 033126	313984	ADULT BASKETBALL 3/				
051376 GIBBS VICTOR L JR.	VGIBBS310	0	2026 6	INV	P	120.00 033126	314040	ADULT BASKETBALL 3/				
051377 LITONJUA, VINCENT	VLITONJUA312	0	2026 6	INV	P	390.00 033126	314090	ADULT BASKETBALL 3/				
051377 LITONJUA, VINCENT	VLITONJUA401	0	2026 6	INV	P	90.00 033126	314090	ADULT BASKETBALL 3/				
						480.00						
051398 NEWSOME CALVIN	CNEWSOME308	0	2026 6	INV	P	90.00 033126	314127	ADULT BASKETBALL 3/				
051437 DEUNDRE B HUGHES	DHUGHES40126	0	2026 6	INV	P	90.00 033126	314018	ADULT BASKETBALL 3/				
052142 BROWN, CAMERON	CBROWN310	0	2026 6	INV	P	115.00 033126	313992	YOUTH BASKETBALL 3/				
052142 BROWN, CAMERON	CBROWN312	0	2026 6	INV	P	180.00 033126	313992	ADULT BASKETBALL 3/				
052142 BROWN, CAMERON	CBROWN401	0	2026 6	INV	P	90.00 033126	313992	ADULT BASKETBALL 3/				
						385.00						
052143 KENNEDY, RAGEN	RKENNEDY308	0	2026 6	INV	P	90.00 033126	314077	ADULT BASKETBALL 3/				
052143 KENNEDY, RAGEN	RKENNEDY310	0	2026 6	INV	P	135.00 033126	314077	YOUTH BASKETBALL 3/				
052143 KENNEDY, RAGEN	RKENNEDY401	0	2026 6	INV	P	90.00 033126	314077	ADULT BASKETBALL 3/				
						315.00						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL						2,690.00				
002315 604900					OTHER PROFESSIONAL SERV.					
003313 KETTLEY, ANNETTE	AKETTLEY307	0	2026 6	INV	P	116.25	033126	314078	YOUTH BASKETBALL 3/	
003313 KETTLEY, ANNETTE	AKETTLEY312	0	2026 6	INV	P	130.00	033126	314078	ADULT BASKETBALL 3/	
003313 KETTLEY, ANNETTE	AKETTLEY401	0	2026 6	INV	P	30.00	033126	314078	ADULT BASKETBALL 3/	
						<b>276.25</b>				
003958 POWELL, RANDY	RPOWELL308	0	2026 6	INV	P	255.00	033126	314146	ADULT BASKETBALL 3/	
003958 POWELL, RANDY	RPOWELL31026	0	2026 6	INV	P	116.25	033126	314146	YOUTH BASKETBALL 3/	
003958 POWELL, RANDY	RPOWELL401	0	2026 6	INV	P	60.00	033126	314146	ADULT BASKETBALL 3/	
						<b>431.25</b>				
051377 LITONJUA, VINCENT	VLITONJUA31026	0	2026 6	INV	P	115.00	033126	314090	YOUTH BASKETBALL 3/	
052195 RICHARD GODOY	RGODOY302	0	2026 6	INV	P	278.20	033126	314151	YOUTH BASKETBALL 3/	
052195 RICHARD GODOY	RGODOY310	0	2026 6	INV	P	362.86	033126	314151	YOUTH BASKETBALL 3/	
						<b>641.06</b>				
ACCOUNT TOTAL						1,463.56				
002315 604919					OTH PROF SERV-ART CENTER					
047971 BRETT CUMMINS	BCUMMINS312	0	2026 6	INV	P	250.00	033126	313989	WEEKLEY WATERCOLO-S	
052194 KAITLYN MOSLEY	KMOSLEY310	0	2026 6	INV	P	50.00	033126	314074	AFTER SCHOOL ART 3/	
ACCOUNT TOTAL						300.00				
002315 606000					TELEPHONE AND TELEGRAPH					
051742 C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026 6	INV	P	135.96	033126	313995	SC# 382C SPIRE BILL	
ACCOUNT TOTAL						135.96				
002315 615400					ADVERTISING-SENIOR FARE					
002422 CARTER, CHARLES	COHPR043026	2601888	2026 6	INV	P	600.00	033126	313999	SENIOR PROM PROGRAM	
ACCOUNT TOTAL						600.00				
002315 630000					GAS					
004321 SPIRE	G2026-10 MAR	0	2026 6	INV	P	572.23	033126	314174	SPIRE (WILMUT GAS)	
ACCOUNT TOTAL						572.23				
002315 630500					ELECTRICITY					
003700 MS POWER COMPANY	E2026- 3.12.2026	0	2026 6	INV	P	651.90	033126	314112	MISSISSIPPI POWER-	
003700 MS POWER COMPANY	E2026- 3.16.2026	0	2026 6	INV	P	87.58	033126	314116	MISSISSIPPI POWER-	
003700 MS POWER COMPANY	E2026- 3.19.2026B	0	2026 6	INV	P	234.77	033126	314118	MISSISSIPPI POWER-	
						<b>974.25</b>				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL				974.25
				ORG 002315	TOTAL			8,152.50
	FUND 002	PARKS & RECREATION FUND		TOTAL:				30,190.30

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
009660									
009660	545000								
003941	POLLARD WATER.COM-EA 0307500	2602195	2026 6	INV	P	159.36 033126		314145 HAND TOOLS WATER NI	
						ACCOUNT TOTAL		159.36	
009660	570000								
002442	CENTRAL PIPE SUPPLY S100440995.001	2601462	2026 6	INV	P	965.84 033126		314000 MOTOR VEHICLE PARTS	
						ACCOUNT TOTAL		965.84	
009660	604900								
002146	ARNOLD LINE WATER AS 896665	0	2026 6	INV	P	2,200.00 033126		313974 MB 2021-161 PAYMENT	
002665	DIXIE COMMUNITY UTIL DX 03 17 26	0	2026 6	INV	P	300.00 033126		314019 PAYMENT FOR SEWER A	
002905	GILLILANDS ELECTRONI 20265	0	2026 6	INV	P	90.00 033126		314042 QUARTERLY ALARM MON	
003796	NORTH LAMAR WATER AS NL 02 28 2026	0	2026 6	INV	P	147.00 033126		314130 SEWER READS FOR WAT	
004003	RAWLS SPRINGS UTILIT 032026	0	2026 6	INV	P	925.00 033126		314149 SEWER READS FOR WAT	
004482	TYLER TECHNOLOGIES IN CI100-00252251	0	2026 6	INV	P	25,348.16 033126		314186 ANNUAL APPLICATION	
						ACCOUNT TOTAL		29,010.16	
009660	606000								
051742	C SPIRE - CELL PHONE 3001031910 FEB 2026	0	2026 6	INV	P	734.21 033126		313995 SC# 382C SPIRE BILL	
						ACCOUNT TOTAL		734.21	
009660	607000								
047562	ENCO UTILITY INV75689	0	2026 6	INV	P	1,766.84 033126		314028 MB 2020-835 RT 2 BI	
						ACCOUNT TOTAL		1,766.84	
009660	620000								
047562	ENCO UTILITY INV75689	0	2026 6	INV	P	553.85 033126		314028 MB 2020-835 RT 2 BI	
						ACCOUNT TOTAL		553.85	
009660	630000								
004321	SPIRE G2026-03.16	0	2026 6	INV	P	126.25 033126		314174 SPIRE (WILMUT GAS)	
						ACCOUNT TOTAL		126.25	
009660	638400								
003712	MS STATE/TAX COMM/TA NEW TAG UNIT # 22827	0	2026 6	INV	P	12.00 033126		314122 NEW TAG UNIT #22827	
						ACCOUNT TOTAL		12.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
009660	643000					UNIFORM RENT			
002471	CINTAS CORPORATION # 4262680018			0	2026 6	INV P	50.66 033126		314005 STATE CONTRACT 8200
002471	CINTAS CORPORATION # 4263429685			0	2026 6	INV P	33.53 033126		314006 STATE CONTRACT 8200
							84.19		
						ACCOUNT TOTAL	84.19		
009660	742000					PICK UP TRUCKS			
004576	WALT MASSEY CHEVROLE 73982			2602278	2026 6	INV P	32,489.00 033126		314192 TWO QUOTE TRUCK WAL
						ACCOUNT TOTAL	32,489.00		
						ORG 009660 TOTAL	65,901.70		
009672						W&S O&M-WATER TRANSMISSION DIV			
009672	546000					MINOR EQUIPMENT			
003543	MCELHANEY PLUMBING I 319079			2602206	2026 6	INV P	26.85 033126		314098 MINOR EQUIPMENT FOR
						ACCOUNT TOTAL	26.85		
009672	561000					PLUMBING SUPPLIES			
002559	CORE & MAIN (HD SUPP X035577			2502913	2026 6	INV P	3,815.60 033126		314013 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP Y586092			2601944	2026 6	INV P	837.80 033126		314013 WAREHOUSE STOCK FOR
						ACCOUNT TOTAL	4,653.40		
009672	570000					MTR VEHICLE REP. PTS/SPL			
002646	DELK'S TIRE SALES AN 50557			2602207	2026 6	INV P	426.78 033126		314016 TIRES FOR UNIT # 21
004297	SOUTHERN TIRE MART ( 2520207556			2602213	2026 6	INV P	39.36 033126		314173 SERVICE CALL -- UNI
048827	CARQUEST 013069			2602210	2026 6	INV P	113.74 033126		313998 REPAIR PARTS FOR UN
048827	CARQUEST 013360			2602336	2026 6	INV P	184.82 033126		313998 REPAIR PARTS FOR UN
						ACCOUNT TOTAL	764.70		
009672	604900					OTHER PROFESSIONAL SERV.			
003370	LAMAR COUNTY SCHOOL LEASE 868 2026			0	2026 6	INV P	5,490.00 033126		314085 SIXTEENTH SECTION L
						ACCOUNT TOTAL	5,490.00		
009672	638600					CONSTRUCTION EQUIP R&M			
004297	SOUTHERN TIRE MART ( 2520207556			2602213	2026 6	INV P	200.00 033126		314173 SERVICE CALL -- UNI
						ACCOUNT TOTAL	200.00		
009672	639800					TOW IN CHARGES			



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							8,588.99		
009673	643000					UNIFORM RENT			
002471	CINTAS CORPORATION # 4262680436			0	2026 6	INV P	270.83 033126	314004	SC#8200044758: UNIF
002471	CINTAS CORPORATION # 4263430252			0	2026 6	INV P	270.83 033126	314004	SC#8200044758: UNIF
							541.66		
ACCOUNT TOTAL							541.66		
ORG 009673 TOTAL							42,378.69		
009676						W&S O&M-SEWER DIVISION			
009676	545000					HAND TOOLS			
002083	ALLBRITTON CHAIN SAW 114894			2602274	2026 6	INV P	751.95 033126	313967	MINOR EQUIPMENT FOR
ACCOUNT TOTAL							751.95		
009676	546000					MINOR EQUIPMENT			
002083	ALLBRITTON CHAIN SAW 114770			2602220	2026 6	INV P	869.96 033126	313967	MOWER SUPPLIES FOR
002083	ALLBRITTON CHAIN SAW 114894			2602274	2026 6	INV P	119.98 033126	313967	MINOR EQUIPMENT FOR
							989.94		
ACCOUNT TOTAL							989.94		
009676	561000					PLUMBING SUPPLIES			
004284	SOUTHERN PIPE & SUPP 10872475-00			2602049	2026 6	INV P	29.00 033126	314172	REPAIR PARTS FOR SE
ACCOUNT TOTAL							29.00		
009676	570000					MTR VEHICLE REP. PTS/SPL			
002646	DELK'S TIRE SALES AN 50549			2602283	2026 6	INV P	380.00 033126	314016	TIRES FOR UNIT # 20
ACCOUNT TOTAL							380.00		
009676	630500					ELECTRICITY			
003700	MS POWER COMPANY E2026- 3.19.2026B			0	2026 6	INV P	67.60 033126	314118	MISSISSIPPI POWER-
004282	SOUTHERN PINE ELECTR E2026- 3.17.26			0	2026 6	INV P	101.60 033126	314171	SOUTHERN PINE- VARI
004282	SOUTHERN PINE ELECTR E2026- 3.18.26			0	2026 6	INV P	699.25 033126	314171	SOUTHERN PINE- VARI
							800.85		
ACCOUNT TOTAL							868.45		
009676	638400					MOTOR VEHICLE EQ. R&M			
002646	DELK'S TIRE SALES AN 50456			2602079	2026 6	INV P	105.00 033126	314016	TIRES FOR UNIT # 20
002646	DELK'S TIRE SALES AN 50549			2602283	2026 6	INV P	60.00 033126	314016	TIRES FOR UNIT # 20
002646	DELK'S TIRE SALES AN 50557			2602207	2026 6	INV P	61.22 033126	314016	TIRES FOR UNIT # 21
							226.22		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								226.22		
009676	638600			CONSTRUCTION EQUIP R&M						
002083	ALLBRITTON CHAIN SAW	21838	2602205	2026	6	INV	P	144.92	033126	313967 MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	21839	2602205	2026	6	INV	P	74.00	033126	313967 MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	21840	2602205	2026	6	INV	P	66.02	033126	313967 MOWER REPAIRS FOR S
								284.94		
ACCOUNT TOTAL								284.94		
009676	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	50670	0	2026	6	INV	P	350.00	033126	314071 TOW IN UNIT # 1591
ACCOUNT TOTAL								350.00		
ORG 009676 TOTAL								3,880.50		
009677			W&S O&M-SEWER LAGOON DIV.							
009677	513000			CHEMICALS						
002094	ALLIED UNIVERSAL COR	I3078430	2602007	2026	6	INV	P	7,032.66	033126	313969 MB2024-551: CHLORIN
002094	ALLIED UNIVERSAL COR	I3078431	2602007	2026	6	INV	P	10,548.99	033126	313969 MB2024-551: CHLORIN
								17,581.65		
ACCOUNT TOTAL								17,581.65		
009677	602500			LEGAL						
004599	WATKINS & EAGER	446650	0	2026	6	INV	P	924.30	033126	314198 RE:ENVIRONMENTAL MA
ACCOUNT TOTAL								924.30		
009677	604900			OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	2602071	0	2026	6	INV	P	2,289.01	033126	313986 NPDES MONTHLY, FEB.
ACCOUNT TOTAL								2,289.01		
009677	630500			ELECTRICITY						
003873	PEARL RIVER VALLEY E	2026 2.27.26C	0	2026	6	INV	P	2,310.37	033126	314137 PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026 3.06.26	0	2026	6	INV	P	388.36	033126	314137 PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026 3.20.26	0	2026	6	INV	P	40.54	033126	314137 PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026 3.23.26	0	2026	6	INV	P	898.79	033126	314137 PEARL RIVER VALLEY-
								3,638.06		
ACCOUNT TOTAL								3,638.06		
009677	638000			FIXED EQUIPMENT R&M						
003348	L & A CONTRACTING CO	483-319	0	2026	6	INV	P	67,901.89	033126	314084 MB2024-1088: LAGOON
003348	L & A CONTRACTING CO	483-320	0	2026	6	INV	P	19,609.85	033126	314084 MB2024-1088: LAGOON

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
									87,511.74
									ACCOUNT TOTAL 87,511.74
									ORG 009677 TOTAL 111,944.76
FUND 009	WATER & SEWER OPERATION/MAINT.								TOTAL: 235,590.60

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
011000										
011000	128500									
052272	BRITTANY D MCGLOSTER 77592	0	2026 6	INV	P	11.34 033126	313990	UB 9881 502 MELBA		
	ACCOUNT TOTAL					11.34				
	ORG 011000 TOTAL					11.34				
011001										
011001	360001									
050879	G & C FUNDING 77586	0	2026 6	INV	P	11.34 033126	314037	UB 1902 109 10TH		
050923	ELIZABETH MCSWAIN 77591	0	2026 6	INV	P	11.34 033126	314024	UB 8005 120 COOPER		
051547	REMAX 77587	0	2026 6	INV	P	11.34 033126	314150	UB 10715 2911 GLENN		
052257	KREBS, JONATHAN 77574	0	2026 6	INV	P	77.33 033126	314083	UB 22269 114 DOGWOO		
052258	ROBERT CALLAWAY 77575	0	2026 6	INV	P	11.34 033126	314156	UB 4891 708 MONTE RR		
052259	HAMUD FAMILY TRUST 3 77576	0	2026 6	INV	P	253.34 033126	314048	UB 11114 2612 MCLEL		
052261	SAFECHOICE PROPERTIE 77578	0	2026 6	INV	P	11.34 033126	314157	UB 22103 14 YELLOW S		
052265	SEIMEARS, JARED 77582	0	2026 6	INV	P	11.34 033126	314158	UB 4752 2907 LARAMI		
052266	TORTORICH RENTAL AND 77583	0	2026 6	INV	P	11.34 033126	314184	UB 4261 200 HONEYSU		
052267	WAGNER, WILLIE 77584	0	2026 6	INV	P	11.34 033126	314191	UB 7833 302 LURTY		
052268	RIDGEWAY REAL ESTATE 77585	0	2026 6	INV	P	11.34 033126	314153	UB 5716 100 WARWICK		
052269	KEVIN TURNER 77588	0	2026 6	INV	P	11.34 033126	314079	UB 10039 608 GRAYMO		
052270	MARTIN, ROBERT G 77589	0	2026 6	INV	P	11.34 033126	314094	UB 11002 84 FAIRLAK		
052271	MARROQUIN, JUSTO 77590	0	2026 6	INV	P	11.34 033126	314093	UB 9181 401 PARK		
052273	SHELIA FENTON 77593	0	2026 6	INV	P	11.34 033126	314160	UB 11332 105 MONTAG		
052274	CARPENTER, GREG A 77594	0	2026 6	INV	P	11.34 033126	313997	UB 10082 712 LONGST		
052275	BOLTON, PERNESHIA K 77595	0	2026 6	INV	P	11.34 033126	313985	UB 10589 1109 34TH		
052278	KALEENA C ROBB 77598	0	2026 6	INV	P	75.00 033126	314075	UB 9447 342 VENETIA		
	ACCOUNT TOTAL					575.77				
011001	360002									
052260	HATTIESBURG FILE OWN 77577	0	2026 6	INV	P	26.71 033126	314049	UB 11297 5370 HWY 4		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
052262 HOLY CHURCH OF GOD	77579	0	2026 6	INV	P	26.71 033126	314056	UB	16490	402	HATTIE	
052263 SENAAR PROPERTIES, L	77580	0	2026 6	INV	P	38.68 033126	314159	UB	19401	22	MILLBRA	
052264 HATTIESBURG PSYCHIAT	77581	0	2026 6	INV	P	79.01 033126	314051	UB	20921	34	MILLBRA	
052276 FAIRCHILD MANAGEMENT	77596	0	2026 6	INV	P	26.71 033126	314031	UB	10885	6525	HWY 4	
052277 CHAIN ELECTRIC CO	77597	0	2026 6	INV	P	5,980.68 033126	314001	UB	1459	1308	PINE	
ACCOUNT TOTAL						6,178.50						
ORG 011001			TOTAL			6,754.27						
FUND 011 WATER & SEWER FUND			TOTAL:			6,765.61						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
072201										MUN.ROAD&BRIDGE-STREET DIV
072201	602500									LEGAL
003228	JACKSON, TULLOS & RO 18363	0	2026 6	INV	P	2,030.00	033126	314067		SULLIVAN DRIVE
003228	JACKSON, TULLOS & RO 18365	0	2026 6	INV	P	775.00	033126	314067		ELKS LAKE ROAD
003228	JACKSON, TULLOS & RO 18366	0	2026 6	INV	P	157.50	033126	314067		4TH STREET SIDEWALK
						<b>2,962.50</b>				
						ACCOUNT TOTAL				2,962.50
072201	636000									STREETS & STRUCTURES R&M
047056	WARREN PAVING INC 122040	2601543	2026 6	INV	P	15,426.28	033126	314194		PAVING N. 34TH AVE
047056	WARREN PAVING INC 122041	2601528	2026 6	INV	P	34,470.99	033126	314195		PAVING PEARL STREET
047056	WARREN PAVING INC 122072	2601542	2026 6	INV	P	17,251.92	033126	314194		PAVING N. 35TH AVE
047056	WARREN PAVING INC 122104	2601541	2026 6	INV	P	14,237.79	033126	314194		PAVING N. 36TH AVE
047056	WARREN PAVING INC 122975	2600172	2026 6	INV	P	119,691.30	033126	314194		STRIPING CLASSIC DR
						<b>201,078.28</b>				
						ACCOUNT TOTAL				201,078.28
072201	722522									GORDONS CREEK COMMONS
002466	CHRIS ALBRITTON CONS GORDON CR COM #4	0	2026 6	INV	P	1,188,197.04	033126	314003		MB 2023-14 GORDON C
003764	NEEL-SCHAFFER INC 1114292	0	2026 6	INV	P	2,977.07	033126	314126		MB 2023-17 GORDON C
						ACCOUNT TOTAL				1,191,174.11
						ORG 072201 TOTAL				1,395,214.89
FUND 072 MUNICIPAL ROAD & BRIDGE						TOTAL:				1,395,214.89

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
073570								MASS TRANSIT-TRANSPORTATION	
073570	559000							OTHER OPERATING MATL/SPLY	
002083	ALLBRITTON CHAIN SAW 114453	2602000	2026 6	INV	P	67.95 033126		313967 BATTERY 350CCA	
						ACCOUNT TOTAL	67.95		
073570	571001							REPAIR PARTS - FIXED ROUTE	
004514	UNIVERSITY TIRE & SE 267323	2601981	2026 6	INV	P	634.00 033126		314189 UNIT#20092 QUOTE Q0	
048827	CARQUEST JAC00615013399	2602379	2026 6	INV	P	81.31 033126		313998 PARTS FOR UNIT 1876	
						ACCOUNT TOTAL	715.31		
073570	606000							TELEPHONE AND TELEGRAPH	
051742	C SPIRE - CELL PHONE 3001031910 FEB 2026	0	2026 6	INV	P	810.80 033126		313995 SC# 382C SPIRE BILL	
						ACCOUNT TOTAL	810.80		
073570	609900							OTHER COMMUNICATION EXP.	
002713	ECOLANE USA INC CINV-207051	0	2026 6	INV	P	10,164.00 033126		314022 ANNUAL MAINTENANCE	
						ACCOUNT TOTAL	10,164.00		
073570	638502							BUS EQUIP R&M-PARATRANSIT	
003861	PATTERSON AUTO ELECT 83234	2602371	2026 6	INV	P	1,323.00 033126		314135 REPAIRS FOR UNIT 22	
003915	PINE BELT CDJR, INC 385201	2601902	2026 6	INV	P	7,295.53 033126		314143 RO#385201 TAG#GO UN	
						ACCOUNT TOTAL	8,618.53		
073570	639800							TOW IN CHARGES	
003253	JOHNNY'S WRECKER SER 50736	0	2026 6	INV	P	800.00 033126		314071 TOW TO GULFPORT UNI	
						ACCOUNT TOTAL	800.00		
073570	643000							UNIFORM RENT	
002471	CINTAS CORPORATION # 4262680553	0	2026 6	INV	P	458.45 033126		314004 CINTAS MASS TRANSIT	
002471	CINTAS CORPORATION # 4263430021	0	2026 6	INV	P	277.65 033126		314004 MASS TRANSIT UNIFOR	
							736.10		
						ACCOUNT TOTAL	736.10		
		ORG 073570	TOTAL			21,912.69			
FUND 073 MASS TRANSIT FUND						TOTAL:	21,912.69		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695										W&S CONSTR.-CAPITAL PROJECTS
075695	601500									ENGINEERING
004058	RJM MCQUEEN CONTRACT	3336		0	2026	6	INV P	600.00	033126	314155 MB 2024 - 551 TIMBE
004197	SHOWS DEARMAN & WAIT	27808		0	2026	6	INV P	8,200.00	033126	314162 MB 2018-288-289 INF
004197	SHOWS DEARMAN & WAIT	27809		0	2026	6	INV P	5,642.50	033126	314162 MB 2021-399 W 7TH S
004197	SHOWS DEARMAN & WAIT	27810		0	2026	6	INV P	27,370.00	033126	314162 MB 2022-286 UNIFIED
004197	SHOWS DEARMAN & WAIT	27811		0	2026	6	INV P	1,225.80	033126	314162 MB 2021-338 HATTIES
004197	SHOWS DEARMAN & WAIT	27812		0	2026	6	INV P	6,652.10	033126	314162 MB 2022-44 LINCOLN
004197	SHOWS DEARMAN & WAIT	27813		0	2026	6	INV P	54,000.00	033126	314162 MB 2012-1/34 MAIN S
004197	SHOWS DEARMAN & WAIT	27814		0	2026	6	INV P	12,895.00	033126	314162 MB 2022-45 W 7TH ,
004197	SHOWS DEARMAN & WAIT	27815		0	2026	6	INV P	2,665.00	033126	314162 MB 2022-44 MS HALL
004197	SHOWS DEARMAN & WAIT	27819		0	2026	6	INV P	1,522.50	033126	314162 MB 2012-1/34 2026 A
								120,172.90		
								ACCOUNT TOTAL		120,772.90
075695	722099									PROGRAMMED SEWER PROJ.
002937	GREEN FOREST NURSERY	47444		2602277	2026	6	INV P	1,605.00	033126	314045 SANGRIA DRAINAGAE P
004197	SHOWS DEARMAN & WAIT	27805		0	2026	6	INV P	4,170.00	033126	314162 FILE#2025-1074 TATU
004197	SHOWS DEARMAN & WAIT	27816		0	2026	6	INV P	1,085.00	033126	314162 MB 2022-436 CITY WI
								5,255.00		
051006	HUDSON CONTRACTING	PAY EST NO 17		0	2026	6	INV P	192,632.54	033126	314060 MB 2023-14-15 CITY
051672	SUNCOAST INFRASTRUCT	PAY EST NO 6		0	2026	6	INV P	103,475.42	033126	314178 FOUNTAIN BLEU & MS
051672	SUNCOAST INFRASTRUCT	PAY EST NO 7		0	2026	6	INV P	76,945.25	033126	314178 FOUNTAINBLEU & MS H
								180,420.67		
052255	TOM DODD NURSERIES	0046760-IN		2602388	2026	6	INV P	417.00	033126	314183 SANGRIA DRIVE - REP
								ACCOUNT TOTAL		380,330.21
								ORG 075695 TOTAL		501,103.11
								FUND 075 WATER&SEWER CONSTRUCTION FUND		TOTAL : 501,103.11

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
077650								COMMUNITY CTR-ADMIN/GENERAL		
077650	510000							CLEANING/JANITORIAL SPLY		
004634	WHEELER'S JANITORIAL	2347	2601674	2026	6	INV P	1,440.76	033126	314199 JANITORIAL SUPPLIES	
048909	BRADY COMPANIES, LLC	11452060	2602172	2026	6	INV P	523.20	033126	313988 JANITORIAL SUPPLIES	
050811	IMPERIAL DADE	41005281	2602174	2026	6	INV P	768.92	033126	314062 JANITORIAL SUPPLIES	
						ACCOUNT TOTAL	2,732.88			
077650	544000							HORT./LANDSCAPING SPLY.		
002049	ADAMS NURSERY	061977	2602247	2026	6	INV P	600.35	033126	313962 LANDSCAPE FOR TRAIN	
						ACCOUNT TOTAL	600.35			
077650	561000							PLUMBING SUPPLIES		
003543	MCELHANEY PLUMBING I	319097	2602234	2026	6	INV P	10.80	033126	314098 SIGLER CENTER PLUMB	
						ACCOUNT TOTAL	10.80			
077650	606000							TELEPHONE AND TELEGRAPH		
051742	C SPIRE - CELL PHONE	3001031910 FEB 2026	0	2026	6	INV P	90.64	033126	313995 SC# 382C SPIRE BILL	
						ACCOUNT TOTAL	90.64			
077650	630000							GAS		
004321	SPIRE	G2026-03.16	0	2026	6	INV P	350.88	033126	314174 SPIRE (WILMUT GAS)	
						ACCOUNT TOTAL	350.88			
077650	639900							OTHER REPAIRS AND MAINT.		
002672	DOLEAC ELECTRIC CO I	62919-004	0	2026	6	INV P	660.33	033126	314020 EMERGENCY WIRING RE	
						ACCOUNT TOTAL	660.33			
			ORG 077650			TOTAL	4,445.88			
FUND 077 COMMUNITY CENTERS' FUND							TOTAL:	4,445.88		



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
087601								INDUSTRIAL PK-G.O.ACQUISITIONS	
087601	602500							LEGAL	
004677	WISE CARTER CHILD & 278408	0	2026	6	INV P	27.50	033126	314200	LEGAL SERVICES REND
						ACCOUNT TOTAL			27.50
						ORG 087601		TOTAL	27.50
FUND 087	INDUSTRIAL PARK DEVELOPMENT					TOTAL:			27.50

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
088603									
088603	729501								
003242	JEFCOAT FENCE OF HAT 0026818	2601776	2026 6	INV	P	4,950.00	033126	314068	HALL AVE OVERPASS F
003789	NORFOLK SOUTHERN COR 90042892	0	2026 6	INV	P	876.50	033126	314128	MB 2022-34 HALL AVE
	ACCOUNT TOTAL					5,826.50			
088603	729599								
004197	SHOWS DEARMAN & WAIT 27817	0	2026 6	INV	P	1,890.00	033126	314162	MB 2023-311-312 RIV
	ACCOUNT TOTAL					1,890.00			
	ORG 088603			TOTAL		7,716.50			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION						TOTAL:			7,716.50

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/6 TO 2026/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
095635								2019 FIRE STATION CONSTRUCTION	
095635	715002							FIRE STATION #2	
051669	MITCHCO CONSTRUCTION	FIRE STATION 2 -#9	0	2026	6	INV	P	301,987.90	033126 314102 MB 2023-248 FIRE ST
								ACCOUNT TOTAL	301,987.90
								ORG 095635 TOTAL	301,987.90
FUND 095 2019 FIRE STATION CONSTRUCTION TOTAL:								301,987.90	

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03/27/2026 15:26  
6050sjackson

City of Hattiesburg, MS  
A/P CASH DISBURSEMENTS JOURNAL

P 41  
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		988,777.56
002 PARKS & RECREATION FUND		30,190.30
009 WATER & SEWER OPERATION/MAINT.		235,590.60
011 WATER & SEWER FUND		6,765.61
072 MUNICIPAL ROAD & BRIDGE		1,395,214.89
073 MASS TRANSIT FUND		21,912.69
075 WATER&SEWER CONSTRUCTION FUND		501,103.11
077 COMMUNITY CENTERS' FUND		4,445.88
082 COMMUNITY DEVELOP. BLOCK GRANT		143.56
087 INDUSTRIAL PARK DEVELOPMENT		27.50
088 PUBLIC SAFETY/REC CONSTRUCTION		7,716.50
095 2019 FIRE STATION CONSTRUCTION		301,987.90
801 CLAIMS FUND		
	3,493,876.10	
		-----
TOTAL	3,493,876.10	3,493,876.10

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