Tuesday, August 4, 2026	**City Council**	**Council Chambers**
5:00 PM	**Tuesday Meeting Agenda**	**200 Forrest Street**

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Approval of Minutes for July 20 & 21, 2026 meetings of the City Council.

POLICY AGENDA

1.	**2026-635**	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.
2.	**2026-645**	Approve Engagement letter for Jones Walker LLP to provide legal services related to environmental wastewater compliance, audits, environmental matters, and other general counsel matters as required. And Authorize Mayor to execute letter of engagement.
3.	**2026-647**	Approve Lighting Agreement with Mississippi Power for additional lighting at 708 Woodland Ct for a monthly cost of $9.80; Authorize the mayor to execute agreement in duplicate.
4.	**2026-641**	Approve Supplemental Agreement No. 2 with R & J Construction Co., Inc. for the Midtown Streetscape Project (Project No. DECD-0018 (36) BO Forrest County) to the contract of $7,041,513.71, and authorize the mayor to execute the same.
5.	**2026-634**	Approve the renewal of the subscription with Nearmap US, Inc. for access to mapping and aerial imagery services in the amount of $13,069.10, pursuant to the vendor's subscription agreement, which provides for automatic renewal unless otherwise agreed by the parties.
6.	**2026-640**	Acknowledge receipt of Final Close-Out Documents for the Bobby L. Chain Airport Replace Precision Approach Path Indicators (PAPI) AIP IIJA 3-28-0031-34-2025,

authorize Change Order #1 to increase final payment of the project to R & W Electric to the amount of $19,978.31.

7. **2026-649** Approve a Contractor and Owner Agreement and Housing Rehabilitation Grant Award to Faye and Michael Sanders, owners of 210 Barry Street, utilizing CDBG-CV funds for a substantial rehabilitation/reconstruction project in accordance with the Housing Rehabilitation and Housing Repair Programs Manual and authorize the Mayor to execute in triplicate.

8. **2026-648** Approve Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate.

9. **2026-653** Approve Elevator Maintenance Agreements between the City of Hattiesburg and TK Elevator Corporation for elevator maintenance services at City Hall, Cultural Center and the City Parking Garage and authorize the Mayor to execute the same.

10. **2026-622** Approve the Federal Aviation Administration 3-28-0031-036-2026 Grant Agreement in the amount of $385,909 for the Hattiesburg Bobby L. Chain Municipal Airport Master Plan Update Project and authorize the Mayor to execute the same.

11. **2026-631** Approve the MS Department of Public Safety, Office of Highway Safety FY2027 402 Police Traffic Services Grant Agreement in the amount of $21,500.00 and authorize the Mayor to execute the same.

12. **2026-630** Approve the MS Department of Public Safety, Office of Highway Safety FY2027 154 Alcohol Grant Agreement in the amount of $102,971.96 and authorize the Mayor to execute the same.

ROUTINE AGENDA

1. **2026-637** Acknowledge receipt of the Two-Quote Docket.

2. **2026-629** Acknowledge receipt of bids on July 16, 2026, for the various term bids #6,7,8,13.17,21,23, & 28 for the Water and Sewer Department, and accept the term bids as per recommendation per attached memo.

3. **2026-633** Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.

4. **2026-636** Approve the 2026/27 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD).

5. **2026-638** Approve the sale of grave spaces per attached receipts.

6. **2026-639** Approve claims docket for the period ending July 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, August 4, 2026**

Re: **Approve the minutes for the July 20 & 21, 2026 meetings of the City Council.**
File Number: 2026-515
Minute Book #

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

Recommendation Statement
I recommend approval of the minutes.

Please place this on the August 4, 2026 City Council meeting for consideration.

Published Agenda

Monday, July 20, 2026
4:00 PM

City Council
Monday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Agenda Adjustments - Revised Policy Item #2 as follows:

Approve Master Services Agreement with CivicPlus to host the Land Development Code and Hattiesburg Form Based Code and authorize the Mayor to execute the same.

Agenda Review

Citizens' Forum

Budget Presentations

p. 187	**1. 2026-624**	Police Department - presented by Police Chief Hardy Sims.
p. 187	**2. 2026-625**	Fire Department - presented by Fire Chief Chris Carr.

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 Monday, July 20, 2026**, in the Council Chambers at City Hall.

This meeting convened following the Council's adjourned scheduled regular meeting held on July 7, 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 Adjustments

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

The Clerk of Council responded that there were and read aloud the following agenda adjustment:

- **Revised Policy Item #2 as follows:**

2.	**2026-535**	Approve Master Services Agreement with CivicPlus to host the Land Development Code and Hattiesburg Form Based Code and authorize the Mayor to execute the same.

Agenda Review

Council President Ware proceeded with the Agenda Review.

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

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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:

- *Jalesa Hill, [3 Diamond St.]*
- Donald Bethley, [N. 28th]
- *Virginia Smith, [2404 W. 4th Street, Apt. B]*
- *Evelyn Hunter, [2411 Alice Dr.]*

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

Budget Presentations

The following departmental budget presentations were given:

1.	**2026-624**	Police Department - presented by Police Chief Hardy Sims. Attachments: Budget Presentation – Police Dept. FY2027
2.	**2026-625**	Fire Department - presented by Fire Chief Chris Carr. Attachments: Budget Presentation – Fire Dept. FY2027

Meeting Recess

Council President Ware declared the meeting recessed at 5:22 PM on this 6th day of July 2026, by unanimous consent, until the 20th of July 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, July 21, 2026
5:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Approval of Minutes for the July 6 & 7, 2026 meetings of the City Council.

POLICY AGENDA

p. 190 – 191	**1. 2026-560**	Adopt an Ordinance approving a request for rezoning from R-1B to R-3 for a property located at 307 Tommy King Drive (PPIN 13784, Forrest County, Ward 2). The Planning Commission recommended approval on July 1, 2026.
p. 191	**2. 2026-535**	Approve a Master Services Agreement with CivicPlus to host the Land Development Code and Hattiesburg Form Based Code and authorize the Mayor to execute the same.
p. 191 – 192	**3. 2026-609**	Adopt a Resolution authorizing the execution and delivery of a taxable promissory note (as defined herein) in the maximum aggregate principal amount not to exceed fifteen million nine hundred forty thousand dollars ($15,940,000), to secure a loan from the Mississippi Development Bank to the City of Hattiesburg, Mississippi; approving the form of an Indenture of Trust and the forms of and the execution and delivery of a Loan Agreement, a Placement Agreement, and Tax Intercept Agreement, in connection with the issuance of such note; and for related purposes.
p. 192	**4. 2026-608**	Adopt a Resolution appointing Randy Pope as City Attorney for the City of Hattiesburg.
p. 192	**5. 2026-623**	Adopt a Resolution authorizing an application for a loan through the Water Pollution Control Revolving Loan Fund Program for North Main Street Area Sanitary Sewer Rehabilitation Project Phases 2 and 4 and Hattiesburg High Area Phase 2 Sewer Rehabilitation Project and naming the Mayor as the authorized representative of the City.
p. 192 – 193	**6. 2026-611**	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 310 West Street, Parcel #2-029k-09-158.00, and authorize sale and execution of a Quitclaim Deed to David Sandifer in the amount of $1,250.00 in accordance with 21-17-1.
p. 193	**7. 2026-612**	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 448 Buschman Street, Parcel # 2-029I-10-157.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,500.00 in accordance with Mississippi Code 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.
p. 193	**8. 2026-613**	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 446 Buschman Street, Parcel # 2-029I-10-156.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,650.00 in accordance with Mississippi Code 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.
p. 193 – 194	**9. 2026-614**	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 415 Newman Street, Parcel # 2-029I-10-113.00, and authorize sale and execution of a Quitclaim Deed in the amount of $9,500.00 in accordance with Mississippi Code 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.
p. 194	**10. 2026-615**	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 513 Perry Street, Parcel #2-04E-26-044.00, and authorize sale and execution of a Quitclaim Deed to Sandra Willis in the amount of $3,256.00 in accordance with 21-17-1.
p. 194	**11. 2026-620**	Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 19761 necessary for public use, establishing just compensation, authorizing the Mayor to make a fair market value offer related to the Gordon's Creek Phase II project and authorize issuance of a manual check.
p. 194 – 195	**12. 2026-415**	Adopt Resolutions amending clerical errors in Resolution Nos. 2025-263- 2025-267, adopted December 16, 2025, to accurately reflect the entity performing the property abatement.
p. 195	**13. 2026-596**	Approve a Professional Services Agreement with The Geospatial Group for technical services related to upgrades to the ArcGIS system and authorize the Mayor to execute the same.

p. 195	**14.**	**2026-592**	Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate.
p. 195 – 196	**15.**	**2026-550**	Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for residents and authorize the Mayor to execute and issuance of a manual check in the amount of $25,000.00.
p. 196	**16.**	**2026-484**	Approve and authorize the Mayor to execute a contract with Mississippi Power for the Airport Underground Conversion Project associated with the Hangar Taxiway Project at the Bobby L. Chain Municipal Airport.
p. 196	**17.**	**2026-628**	Approve and declare sole source purchase of Printquest Automated Fingerprint/palm (AFIS) Print Identification System Desktop-hardware and software upgrade in the amount of $18,745.00.
p. 196 – 197	**18.**	**2026-594**	Authorize the submission of a grant application to the Firehouse Subs Public Safety Foundation in the amount of $39,402.00 to purchase turnout gear for the Hattiesburg Fire Department.
p. 197	**19.**	**2026-597**	Ratification of an executed grant application submitted to the FY27 Visit Mississippi Tourism Development Grant for $10,000.00 for the Midnight on Front Street event.
p. 197	**20.**	**2026-610**	Declare repairs to the Mcleod Street Bridge in the amount of $115,395.00 as an emergency purchase due to damage to the abutment and gabion baskets of the bridge in accordance with MS Code 31-7-13 (k) and authorize payment upon receipt of invoice.

ROUTINE AGENDA

p. 197	**1.**	**2026-589**	Acknowledge receipt of FY 2026 audit for Hattiesburg Convention Commission.
p. 197	**2.**	**2026-606**	Acknowledge receipt of the Fiscal Year 2027 budget for Pine Belt Regional Solid Waste Authority.
p. 198	**3.**	**2026-552**	Acknowledge receipt of the 2025 Expenditure Report from Hattiesburg Arts Council Municipal Report.
p. 198	**4.**	**2026-595**	Acknowledge receipt of the monthly budget report for the month ending June 30, 2026.
p. 198	**5.**	**2026-607**	Acknowledge receipt of Approved and Recorded Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services.
p. 198	**6.**	**2026-616**	Acknowledge receipt of Utility Easement from Bop's Frozen Custard for a section of 3104 Hardy St.
p. 198	**7.**	**2026-618**	Acknowledge receipt of the privilege tax license report for the month of June 2026.
p. 198	**8.**	**2026-593**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
p. 198	**9.**	**2026-621**	Approve the sale of grave spaces per attached receipts.
p. 198	**10.**	**2026-617**	Approve claims docket for the period ending July 17, 2026.

Budget Presentation:

p. 198	**1.**	**2026-626**	Parks and Recreation - presented by Betsy Mercier, Director.
p. 198	**2.**	**2026-627**	Administration - presented by Kermas Eaton, Director of Administration & Finance.

In Memoriam:

- *Mr. John Eddie Virgil*
- *Ms. Naomi Ruth Bell Roberts*
- *Mrs. Linda Reed Johnson*
- *Mr. Charlie Jones*
- *Mr. Stanely Newsome*
- *Ms. Bernice Brown Larkin*
- *Mrs. Michelle Lott*
- *Ms. Georgia Mae Stewart*
- *Dr. Deffene Beverly Curtis*
- *Mr. Nolan Wells*
- *Senator John Polk*
- *Mr. Rodney Gatlin*

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 July 21, 2026**, in the **Council Chambers at City Hall,** *this being the reconvened session of the recessed meeting held on July 20, 2026.*

In attendance were *Mayor Toby Barker (entered the meeting at 5:16 p.m.) 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.

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 or Adjustment 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 the 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

2026-450	Approve the minutes for the June 15, 16, & 26 2026 meetings of the City Council. Attachments: draft - 07-06-2026 APH, AR, WS BPMins. draft - 07-07-2026 Mins.

Council President Ware asked whether there were any amendments to the minutes.

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

POLICY AGENDA

THE POLICY AGENDA was then considered.

1.	**2026-560** [ORD #3418]	Adopt an Ordinance approving a request for rezoning from R-1B to R-3 for a property located at 307 Tommy King Drive (PPIN 13784, Forrest County, Ward 2). The Planning Commission recommended approval on July 1, 2026. Attachments: Staff Report Item A- 307 Tommy King WCU- Rezoning Request 307 Tommy King Drive- Public Hearing Application

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		1600 Cherry Street-WCU Art Building-11-06-25-APPROVAL NOTES Cherry Street- WCU Art Building-09-04-25-NOTES Cherry Street- WCU Art Building-09-18-25-NOTES William Carey Arts Building-07-24-25-NOTES HPC Minutes - July 2026- edited ORD - Tommy King Drive (PPIN 13784) - Rezone from R-1B to R-3

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

to ADOPT ORDINANCE NO. 3418 approving a request for rezoning from R-1B to R-3 for a property located at 307 Tommy King Drive (PPIN 13784).

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

2.	**2026-535**	Approve a Master Services Agreement with CivicPlus to host the Land Development Code and Hattiesburg Form Based Code and authorize the Mayor to execute the same. Attachments: CivicPlus Master Services Agreement - Hattiesburg MS FBC and LDC Publication agreement

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

to APPROVED a Master Services Agreement with CivicPlus to host the Land Development Code and Hattiesburg Form Based Code; **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

3.	**2026-609** [RES #2026-138]	Adopt a Resolution authorizing the execution and delivery of a taxable promissory note (as defined herein) in the maximum aggregate principal amount not to exceed fifteen million nine hundred forty thousand dollars ($15,940,000), to secure a loan from the Mississippi Development Bank to the City of Hattiesburg, Mississippi; approving the form of an Indenture of Trust and the forms of and the execution and delivery of a Loan Agreement, a Placement Agreement, and Tax Intercept Agreement, in connection with the issuance of such note; and for related purposes. Attachments: 03. MDB Hattiesburg, MS Revenue Bonds 2026 (264690) - City Bond_Sales Parameter Resolution (7_7_26 mtg) MDB Hattiesburg, MS 2026 - Taxable Revenue Bonds (Placement) (Draw Down) (264690) - Form of Indenture MDB - Hattiesburg, MS 2026 Taxable Revenue Bond (Placement) (Draw-Down)(264690) - form of Loan Agreement 20. MDB Hattiesburg 2026 Taxable Revenue Bond (264690) - Form of Tax Intercept Agreement MDB Hattiesburg, MS 2026 Taxable Revenue Bonds (Placement) (264690) - Form of Private Placement Agreement

A MOTION was made by Council Member Boney and seconded by Council Member Brown

to ADOPT RESOLUTION NO. 2026-138 authorizing the execution and delivery of a taxable promissory note (as defined herein) in the maximum aggregate principal amount not to exceed fifteen million nine hundred forty thousand dollars ($15,940,000), to secure a loan from the Mississippi Development Bank to the City of Hattiesburg, Mississippi; approving the form of an Indenture of Trust and the forms of and the execution and delivery of a Loan

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Agreement, a Placement Agreement, and Tax Intercept Agreement, in connection with the issuance of such note; and for related purposes.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

4.	**2026-608** [RES #2026-139]	Adopt a Resolution appointing Randy Pope as City Attorney for the City of Hattiesburg. Attachments: R. Pope Appointment- Pope

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

to ADOPT RESOLUTION NO. 2026-139 appointing Randy Pope as City Attorney for the City of Hattiesburg.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

5.	**2026-623** [RES #2026-140]	Adopt a Resolution authorizing an application for a loan through the Water Pollution Control Revolving Loan Fund Program for North Main Street Area Sanitary Sewer Rehabilitation Project Phases 2 and 4 and Hattiesburg High Area Phase 2 Sewer Rehabilitation Project and naming the Mayor as the authorized representative of the City. Attachments: N Main and HH2 SRLF_PWFC74 Fed-State Procurement Certification N Main and HH2 SRLF_PWFC94 Fiscal Sustainability Plan Certification N Main and HH2 SRLF_PWFC95 GAAP Certification N Main and HH2 SRLF_PWFC98 Useful Life Certification N Main and HH2 SRLF Sewer_NPELF7 Resolution N Main and HH2 SRLF_NPELF11 Loan Application Form N Main and HH2 SRLF_NPELF69 Legal Certification Form N Main and HH2 SRLF_NPELF76 Allowable Costs Certification Form

A MOTION was made by Council Member Boney and seconded by Council Member Brown

to ADOPT RESOLUTION NO. 2026-140 authorizing an application for a loan through the Water Pollution Control Revolving Loan Fund Program for North Main Street Area Sanitary Sewer Rehabilitation Project Phases 2 and 4 and Hattiesburg High Area Phase 2 Sewer Rehabilitation Project and naming the Mayor as the authorized representative of the City.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

6.	**2026-611** [RES #2026-141]	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 310 West Street, Parcel #2-029k-09-158.00, and authorize sale and execution of a Quitclaim Deed to David Sandifer in the amount of $1,250.00 in accordance with 21-17-1. Attachments: SURPLUS RESOLUTION - PPIN 19641 a 19641 quitclaim deed Appraisal Report Part 1 Appraisal Report Part 2

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

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to ADOPT RESOLUTION NO. 2026-141 declaring surplus a certain parcel of City-owned property located at 310 West Street, Parcel #2-029k-09-158.00; **and AUTHORIZE** sale and execution of a Quitclaim Deed to David Sandifer in the amount of $1,250.00 in accordance with 21-17-1.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

7.	**2026-612** [RES #2026-142]	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 448 Buschman Street, Parcel # 2-029I-10-157.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,500.00 in accordance with Mississippi Code 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same. Attachments: PPIN 15815 - Surplus Resolution a PPIN 15815 - Appraisal Report II PPIN 15815 - Appraisal Report I

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

to ADOPT RESOLUTION NO. 2026-142 declaring surplus a certain parcel of City-owned property located at 448 Buschman Street, Parcel # 2-029I-10-157.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,500.00 in accordance with Mississippi Code 21-17-1; **and AUTHORIZE** the Mayor and City Clerk to execute any and all necessary documentation for the same.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

8.	**2026-613** [RES #2026-143]	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 446 Buschman Street, Parcel # 2-029I-10-156.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,650.00 in accordance with Mississippi Code 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same. Attachments: PPIN 21914 - Surplus Resolution a PPIN 21914 - Appraisal Report II PPIN 21914 - Appraisal Report I

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

to ADOPT RESOLUTION NO. 2026-143 declaring surplus a certain parcel of City-owned property located at 446 Buschman Street, Parcel # 2-029I-10-156.00, authorize sale and execution of a Quitclaim Deed in the amount of $2,650.00 in accordance with Mississippi Code 21-17-1; **and AUTHORIZE** the Mayor and City Clerk to execute any and all necessary documentation for the same.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

9.	**2026-614** [RES #2026-144]	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 415 Newman Street, Parcel # 2-029I-10-113.00, and authorize sale and execution of a Quitclaim Deed in the amount of $9,500.00 in accordance with Mississippi Code 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same. Attachments: PPIN 18508 - Surplus Resolution PPIN 18508 - Appraisal Report I

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	PPIN 18508 - Appraisal Report II

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

to ADOPT RESOLUTION NO. 2026-144 declaring surplus a certain parcel of City-owned property located at 415 Newman Street, Parcel # 2-029I-10-113.00, authorize sale and execution of a Quitclaim Deed in the amount of $9,500.00 in accordance with Mississippi Code 21-17-1; **and AUTHORIZE** the Mayor and City Clerk to execute any and all necessary documentation for the same.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

10.	**2026-615** [RES #2026-145]	Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 513 Perry Street, Parcel #2-04E-26-044.00, and authorize sale and execution of a Quitclaim Deed to Sandra Willis in the amount of $3,256.00 in accordance with 21-17-1. Attachments: Appraisal Report Part 1 12380 deed corrected SURPLUS RESOLUTION PPIN 12380 a Appraisal Report Part 2

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

to ADOPT RESOLUTION NO. 2026-145 declaring surplus a certain parcel of City-owned property located at 513 Perry Street, Parcel #2-04E-26-044.00; **and AUTHORIZE** sale and execution of a Quitclaim Deed to Sandra Willis in the amount of $3,256.00 in accordance with 21-17-1.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

11.	**2026-620** [RES #2026-146]	Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 19761 necessary for public use, establishing just compensation, authorizing the Mayor to make a fair market value offer related to the Gordon's Creek Phase II project and authorize issuance of a manual check. Attachments: Offer Resolution Gordons Creek at Broad St Establishment of Just Comp. Offer - Parcel No. 2-029K-09-247.00 PPIN 19761 Combined Appr. Rev. and Appr

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

to ADOPT RESOLUTION NO. 2026-146 declaring a portion of Forrest County Parcel PPIN 19761 necessary for public use, establishing just compensation, authorizing the Mayor to make a fair market value offer related to the Gordon's Creek Phase II project; **and AUTHORIZE** 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

12.	**2026-415** [RES #2026-147-151]	Adopt Resolutions amending clerical errors in Resolution Nos. 2025-263- 2025-267, adopted December 16, 2025, to accurately reflect the entity performing the property abatement. Attachments: Correction of Contractor Memo 06 02 2026 Tipton St

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		0 N 31st Ave 102 Brentwood 809 Myrtle 112 Kensington

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

to ADOPT RESOLUTIONS NO. 2026-147 through NO. 2026-151, amending clerical errors in Resolution Nos. 2025-263- 2025-267, adopted December 16, 2025, to accurately reflect the entity performing the property abatement.

RES #	Amending RES#	Address	PPIN
#2026-147	#2025-263	208 Tipton Street	21161
#2026-148	#2025-264	0 N 31st Avenue, PPIN 47277	47277
#2026-149	#2025-265	809 Myrtle Street	22958
#2026-150	#2025-266	102 Brentwood Place	03667
#2026-151	#2025-267	112 Kensington Drive	12743

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

13.	**2026-596**	Approve a Professional Services Agreement with The Geospatial Group for technical services related to upgrades to the ArcGIS system and authorize the Mayor to execute the same. Attachments: Professional Services Agreement The Geospatial Group

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

to APPROVE a Professional Services Agreement with The Geospatial Group for technical services related to upgrades to the ArcGIS system; **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.	**2026-592**	Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate. Attachments: 725 Grace Avenue - Signed Grant Agreement Packet 400 S 22nd Avenue - Signed Grant Agreement Packet 704 Walnut Street - Signed Grant Agreement Packet 144 W. 5th Street - Signed Grant Agreement Packet

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

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, Boney, Vance, Ware and Brown

Nays: 0

15.	**2026-550**	Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for residents and authorize the Mayor to execute and issuance of a manual check in the amount of $25,000.00. Attachments: Hattiesburg Arts Council City Report Images HAC Municipal Projections for FY27

DRAFT

		26Agreement_ProfServiceHAC

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

to APPROVE an Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for residents; **and AUTHORIZE** the Mayor to execute and issuance of a manual check in the amount of $25,000.00.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

16.	**2026-484**	Approve and authorize the Mayor to execute a contract with Mississippi Power for the Airport Underground Conversion Project associated with the Hangar Taxiway Project at the Bobby L. Chain Municipal Airport. Attachments: MS Power Bobby L. Chain Airport Underground Project-Contract Draft_07-02-2026

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

to APPROVE and AUTHORIZE the Mayor to execute a contract with Mississippi Power for the Airport Underground Conversion Project associated with the Hangar Taxiway Project at the Bobby L. Chain Municipal Airport.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

17.	**2026-628**	Approve and declare sole source purchase of Printquest Automated Fingerprint/palm (AFIS) Print Identification System Desktop-hardware and software upgrade in the amount of $18,745.00. Attachments: Sole Source Quote from vendor Letterhead-Horiba-Spex

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

to APPROVE and DECLARE sole source purchase of Printquest Automated Fingerprint/palm (AFIS) Print Identification System Desktop-hardware and software upgrade in the amount of $18,745.00.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

18.	**2026-594**	Authorize the submission of a grant application to the Firehouse Subs Public Safety Foundation in the amount of $39,402.00 to purchase turnout gear for the Hattiesburg Fire Department. Attachments: Grant Application Checklist Example Turnout Gear Quote - Hattiesburg FD

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

to AUTHORIZE the submission of a grant application to the Firehouse Subs Public Safety Foundation in the amount of $39,402.00 to purchase turnout gear for the Hattiesburg Fire Department.

DRAFT

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

19.	**2026-597**	Ratification of an executed grant application submitted to the FY27 Visit Mississippi Tourism Development Grant for $10,000.00 for the Midnight on Front Street event. Attachments: FY27-TDG-Media-Breakout Filled - Hattiesburg FY27-TDG-Guidelines

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

to RATIY executed grant application submitted to the FY27 Visit Mississippi Tourism Development Grant for $10,000.00 for the Midnight on Front Street event.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

20.	**2026-610**	Declare repairs to the Mcleod Street Bridge in the amount of $115,395.00 as an emergency purchase due to damage to the abutment and gabion baskets of the bridge in accordance with MS Code 31-7-13 (k) and authorize payment upon receipt of invoice. Attachments: Executed Mcleod St Bridge Repair Specs and Contract Memo- Eaton

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

to DECLARE the repairs to the Mcleod Street Bridge in the amount of $115,395.00 as an emergency purchase due to damage to the abutment and gabion baskets of the bridge in accordance with MS Code 31-7-13 (k); **and AUTHORIZE** payment upon receipt of invoice.

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

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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.	**2026-589**	Acknowledge receipt of FY 2026 audit for Hattiesburg Convention Commission. Attachments: 2025 HCC Financial Statements

2.	**2026-606**	Acknowledge receipt of the Fiscal Year 2027 budget for Pine Belt Regional Solid Waste Authority. Attachments: Pinebelt Solid Waste 2027

DRAFT

3.	**2026-552**	Acknowledge receipt of the 2025 Expenditure Report from Hattiesburg Arts Council Municipal Report. Attachments: HAC Municipal Report FY 2025
4.	**2026-595**	Acknowledge receipt of the monthly budget report for the month ending June 30, 2026. Attachments: EXP 0626 REV 0626
5.	**2026-607**	Acknowledge receipt of Approved and Recorded Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services. Attachments: Rawls Spring Interlocal
6.	**2026-616**	Acknowledge receipt of Utility Easement from Bop's Frozen Custard for a section of 3104 Hardy St. Attachments: Bop's Frozen Custard Utility Easement
7.	**2026-618**	Acknowledge receipt of the privilege tax license report for the month of June 2026. Attachments: June 2026
8.	**2026-593**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached. Attachments: Hburg Tracking log - Emergency Repair Program - July 8 2026 - Frye Environ BCS - Invoice #5 Public Service-Utility Assistance BCS - Invoice #6 Public Service-Utility Assistance Roofing Invoice - 321 Emerson Drive Hburg Environmtl Review Services - Frye Environmtl Invoice 7 - July 14 2026
9.	**2026-621**	Approve the sale of grave spaces per attached receipts. Attachments: Receipts 7/2026 Deeds Pearson Deed Pearson Receipt
10.	**2026-617**	Approve claims docket for the period ending July 17, 2026. Attachments: DT 26.0717 DOCKET 26.0717

Budget Presentations

The following departmental budget presentations were given:

1.	**2026-626**	Parks and Recreation - presented by Betsy Mercier, Director. Attachments: Budget Presentation – Parks & Recreation FY2027
2.	**2026-627**	Administration - presented by Kermas Eaton, Director of Administration & Finance. Attachments: Budget Presentation – Administration FY2027

In Memoriam:

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

- *Mr. John Eddie Virgil*
- *Ms. Naomi Ruth Bell Roberts*
- *Mrs. Linda Reed Johnson*
- *Mr. Charlie Jones*
- *Mr. Stanely Newsome*
- *Ms. Bernice Brown Larkin*
- *Mrs. Michelle Lott*

- *Ms. Georgia Mae Stewart*
- *Dr. Deffene Beverly Curtis*
- *Mr. Nolan Wells*
- *Senator John Polk*
- *Mr. Rodney Gatlin*

Meeting Adjourn

THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 5:48 p.m. on this 21st day of July 2026, by unanimous consent.

The next regularly scheduled meeting of the City Council will be held on Monday, August 3, 2026, at 4:00 p.m.

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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: **Whit Sanguinetti, Division Manager**

Date: **Tuesday, August 4, 2026**

Re: **Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.**
File Number: 2026-635
Minute Book #

Summary
Adopt Resolutions of Adjudication 08 04 2026

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

Please place this on the August 4, 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*

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: August 4th, 2026

RE: Adopt Resolutions of Adjudication

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

Owner	Address	Clean Up Costs	WARD	PPIN
MSTT Realty Investor LLC	103 South Street	$496.50	4	26637
Leila Fojaco Woodward	112 Wisteria Drive	$4,817.38	5	27313
Arthur Ray Breazeale & Hazel J Breazeale	304 Mamie Street	$480.00	4/HIST	19434
Vanderbilt Real Estate Investments	504 Broad Street	$7,926.00	4	19615
Roderick Crowell	602 Breland Avenue	$1,580.50	5	21698
The Victoria Ann Wirt Trust	608 Mamie Street	$498.00	4/HIST	19547
Earnest Lee & Mary Etta Dedrick	814 Grace Avenue	$11,285.67	2	17983
James Fitzgerald Armstrong	825 W 6th Street	$2,616.00	2	23519
William Anderson, Elaine Anderson Peacock, & Pahlo Peacock	1013 Deason Avenue	$10,512.80	2	19075
Kamoi LLC	1100 Deason Avenue	$10,444.40	2	22388

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 103 SOUTH STREET

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF NE ¼ OF NW ¼, SECTION 9, TOWNSHIP 4N, RANGE 13W, FORREST COUNTY, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
MSTT Realty Investor LLC	103 South Street	2-029L-09-003.00	Exp Lot Clear: $248.25 Penalty: $248.25 **Total:** $496.50

103 SOUTH STREET, HATTIESBURG, MS 39401, PPIN: 26637, PARCEL: 2-029L-09-003.00, AND BETTER DESCRIBED AS: A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE ¼ NW ¼) OF SECTION NINE (9), TOWNSHIP FOUR (4) NORTH, RANGE THIRTEEN (13) WEST, IN THE COUNTY OF FORREST, STATE OF MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, TOWNSHIP, AND RANGE, AND RUN THENCE SOUTH 222.75 FEET, THENCE RUN WEST 20 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE WEST 158.66 FEET, THENCE RUN SOUTH 60 FEET, THENCE RUN EAST 158.66 FEET, THENCE RUN NORTH 60

FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO BELONGING,

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 112 WISTERIA DRIVE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF SW ¼ OF THE NW ¼, SECTION 21, TOWNSHIP 4N, RANGE 13W, FORREST COUNTY, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Leila Fojaco Woodward	112 Wisteria Drive	2-038L-21-088.00	Filing Fee: $26.00 Publication: $46.08 Lot Clear/Secure: $2,765.30 Tipping: $480.00 Penalty: $1,500.00 **Total:** $4,817.38

112 WISTERIA DRIVE, HATTIESBURG, MS 39401, PPIN: 27313, PARCEL: 2-038L-21-088.00, AND BETTER DESCRIBED AS: A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW ¼ OF THE NW ¼) OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NE CORNER OF THE NW ¼ OF THE SW ¼ OF THE NW ¼ OF ABOVE SAID

SECTION, TOWNSHIP AND RANGE, THENCE RUN WEST 148 FEET, THENCE RUN SOUTH 20 FEET FOR THE POINT OF BEGINNING; THENCE RUN WEST 100 FEET; THENCE RUN SOUTH 180 FEET; THENCE RUN EAST 100 FEET; THENCE RUN NORTH 180 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 304 MAMIE STREET

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON THE NW ½ OF LOT 13, AND THE NW 100 FEET OF THE SW 12 FEET OF LOT 14, BLOCK 153 OF THE EXTENSION OF THE JOHN KAMPER AND KAMPER & WHINNERY ADDITIONS TO HATTIESBURG, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Arthur Ray Breazeale & Hazel J Breazeale	304 Mamie Street	2-029N-09-107.00	Exp Lot Clear: $240.00 Penalty: $240.00 **Total:** $480.00

304 MAMIE STREET, HATTIESBURG, MS 39401, PPIN: 19434, PARCEL: 2-029N-09-107.00, AND BETTER DESCRIBED AS: THE NORTHWEST ONE-HALF (NW ½) OF LOT THIRTEEN (13), AND THE NORTHWEST ONE HUNDRED (100) FEET OF THE SOUTHWEST TWELVE (12) FEET OF LOT FOURTEEN (14), BLOCK ONE HUNDRED AND FIFTY THREE (153) OF THE EXTENSION OF THE JOHN KAMPER AND KAMPER & WHINNERY ADDITIONS TO HATTIESBURG, MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 2, PAGE 35, SAID LAND FRONTING SIXTY-TWO FEET ON MAMIE STREET AND EXTENDING

BACK BETWEEN PARALLEL LINES A DISTANCE OF ONE HUNDRED FEET, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 504 BROAD STREET

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF LOT ONE (1) IN BLOCK TWO (2) OF THE JOHN KAMPER SUBDIVISION OF BLOCK "D" AND "E" OF JOHN KAMPER FIRST SURVEY AND A PART OF BLOCK "C" OF JOHN KAMPER SURVEY, AND A PART OF VACATED ALLEY LYING BETWEEN LOTS ONE (1) AND TWO (2), IN BLOCK TWO (2) OF THE JOHN KAMPER SUBDIVISION OF BLOCKS "D" AND "E" OF JOHN KAMPER FIRST SURVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Vanderbilt Real Estate Investments	504 Broad Street	2-029K-09-172.00	Filing Fee: $26.00 Lot Clear: $5,440.00 Tipping: $960.00 Penalty: $1,500.00 **Total:** $7,926.00

504 BROAD STREET, HATTIESBURG, MS 39401, PPIN: 19615, PARCEL: 2-029K-09-172.00, AND BETTER DESCRIBED AS: A PART OF LOT ONE (1) IN BLOCK TWO (2) OF THE JOHN KAMPER SUBDIVISION OF BLOCK "D" AND "E" OF JOHN KAMPER FIRST SURVEY AND A PART OF BLOCK "C" OF JOHN KAMPER SURVEY, AND A PART OF VACATED ALLEY LYING BETWEEN LOTS ONE (1)

AND TWO (2), IN BLOCK TWO (2) OF THE JOHN KAMPER SUBDIVISION OF BLOCKS "D" AND "E" OF JOHN KAMPER FIRST SURVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICIAL PLATS OF SAID SURVEYS ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCE AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK TWO (2) OF THE JOHN KAMPER SUBDIVISION OF BLOCKS "D" AND "E" OF JOHN KAMPER SURVEY AND RUN THENCE SOUTH A DISTANCE OF 120 FEET TO AND FOR A POINT OF BEGINNING, THENCE RUN WEST FOR DISTANCE OF 278.54 FEET, THENCE RUN SOUTH FOR A DISTANCE OF 58 FEET, MORE OR LESS, TO THE NORTH LINE OF VACATED ALLEY, THENCE RUN EAST A DISTANCE OF 12.54 FEET, THENCE RUN SOUTH FOR A DISTANCE OF 20 FEET TO THE SOUTH LINE OF SAID VACATED ALLEY, THENCE RUN EAST ALONG THE SOUTH LINE OF SAID VACATED ALLEY FOR A DISTANCE OF 266 FEET, MORE OR LESS, TO THE WEST LINE OF BROAD STREET FOR A DISTANCE OF 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; TOGETHER WITH ALL IMPROVEMENTS LOCATED ON SAID PROPERTY.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 602 BRELAND AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF BLOCK 68 OF THE D. D. MCINNIS THIRD SURVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

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

WHEREAS, the following property has been cleaned by Code Enforcement Abatement Team on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Roderick Crowell	602 Breland Avenue	2-038F-16-055.00	Filing Fee: $26.00 Lot Clear: $54.50 Penalty: $1,500.00 **Total:** $1,580.50

602 BRELAND AVENUE, HATTIESBURG, MS 39401, PPIN: 21698, PARCEL: 2-038F-16-055.00, AND BETTER DESCRIBED AS: PART OF BLOCK 68 OF THE D. D. MCINNIS THIRD SURVEY OF THE CITY OF HATTIESBURG, MISSISSIPPI MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTH, OR NORTHWEST CORNER OF SAID BLOCK AND THENCE RUN IN A SOUTHWEST DIRECTION APPROXIMATELY 125 FEET TO A POINT WHICH JOINS THE LAND OF HATTIE BROOKS PAYTON ON THE NORTH AND FROM SAID POINT OF BEGINNING OF THE LAND HEREBY CONVEYED CONTINUE IN A SOUTHWESTERLY DIRECTION 100 FEET; THENCE IN A SOUTHEASTERLY DIRECTION 75 FEET,

THENCE RUN IN A NORTHEASTERLY DIRECTION 100 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION 75 FEET TO THE POINT OF BEGINNING. THE PROPERTY HEREBY CONVEYED HAVING A FRONTAGE OF 75 FEET WITH A UNIFORM DEPTH OF 100 FEET.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 608 MAMIE STREET

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON LOT 12, BLOCK U, KAMPER AND WHINNERY EXTENSION, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
The Victoria Ann Wirt Trust	608 Mamie Street	2-029N-09-085.00	Exp Lot Clear: $249.00 Penalty: $249.00 **Total:** $498.00

608 MAMIE STREET, HATTIESBURG, MS 39401, PPIN: 19547, PARCEL: 2-029N-09-085.00, AND BETTER DESCRIBED AS: LOT 12, BLOCK U OF THE EXTENSION OF JOHN KAMPER AND KAMPER AND WHINNERY SURVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

Section 2. That public interest and necessity requiring same, this resolution shall become

effective immediately from and after passage.

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 814 GRACE AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON THE S½ OF LOT 42 AND THE N½ OF LOT 54, HOMEWOOD HEIGHTS THIRD ADDITION, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

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

WHEREAS, the following property has been cleaned by MSP & Code Enforcement Abatement Team on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Earnest Lee & Mary Etta Dedrick	814 Grace Avenue	2-028B-05-108.00	Filing Fee: $26.00 Demo: $6,256.67 Lot Clear: $71.00 Tipping: $3,432.00 Penalty: $1,500.00 **Total:** $11,285.67

814 GRACE AVENUE, HATTIESBURG, MS 39401, PPIN: 17983, PARCEL: 2-028B-05-108.00, AND BETTER DESCRIBED AS: THE SOUTH HALF (S½) OF LOT FORTY-TWO (42) AND THE NORTH HALF (N½) OF LOT FIFTY-FOUR (54), HOMEWOOD HEIGHTS THIRD ADDITION, CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI,

TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 825 W 6TH STREET

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON THE EAST 50 FEET OF LOTS 15 AND 16, BLOCK 3, R.E. RAWLS FIRST SURVEY OR ADDITION, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
James Fitzgerald Armstrong	825 W 6th Street	2-029E-04-050.00	Filing Fee: $26.00 Lot Clear: $850.00 Tipping: $240.00 Penalty: $1,500.00 **Total:** $2,616.00

825 W 6TH STREET, HATTIESBURG, MS 39401, PPIN: 23519, PARCEL: 2-029E-04-050.00, AND BETTER DESCRIBED AS: THE EAST 50 FEET OF LOTS 15 AND 16 OF BLOCK 3 OF THE R.E. RAWLS FIRST SURVEY OR ADDITION 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.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 1013 DEASON AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF LOT 1, BLOCK 111, KAMPER AND WHINNERY SURVEY AND ADDITION, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
William Anderson, Elaine Anderson Peacock, & Pahlo Peacock	1013 Deason Avenue	2-029P-10-147.00	Filing Fee: $26.00 Publication: $45.48 Title Opinion: $250.00 Demo: $4,928.35 Tipping: $3,160.00 Follow-up: $524.97 Dirt: $78.00 Penalty: $1,500.00 **Total:** $10,512.80

1013 DEASON AVENUE, HATTIESBURG, MS 39401, PPIN: 19075, PARCEL: 2-029P-10-147.00, AND BETTER DESCRIBED AS: A PART OF LOT (1) ONE, IN BLOCK (111) ONE HUNDRED ELEVEN OF THE KAMPER AND WHINNERY SURVEY AND ADDITION TO THE CITY OF HATTIESBURG AS PER MAP OR PLAT NOW ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY,

MISSISSIPPI, THE SAID PARCEL OF LAND BEING DEFINITELY DESCRIBED AS BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK AND RUN WEST 80 FEET, THENCE SOUTH 95 FEET, THENCE EAST 80 FEET, THENCE NORTH 95 FEET TO POINT OF BEGINNING TOGETHER WITH ALL IMPROVEMENTS THEREON.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 4th day of August, 2026, the following Resolution:

RESOLUTION

ADOPT RESOLUTION ADJUDICATING AND DIRECTING THE PLACEMENT AS AN ASSESSMENT FOR THE CLEANUP COSTS AND APPLICABLE PENALTIES, NOT TO EXCEED THE VALUES PRESCRIBED BY STATE LAW, AGAINST THE FOLLOWING PROPERTY, 1100 DEASON AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF LOT 1, BLOCK 3, OMEGA SURVEY, AND A PART OF LOT 6, BLOCK 2, M.E. WARD SURVEY, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Kamoi LLC	1100 Deason Avenue	2-029P-10-132.00	Filing Fee: $26.00 Publication: $53.28 Title Opinion: $250.00 Demo: $4,618.73 Tipping: $2,808.00 Follow-up: $1,002.39 Dirt: $186.00 Penalty: $1,500.00 **Total:** $10,444.40

1100 DEASON AVENUE, HATTIESBURG, MS 39401, PPIN: 22388, PARCEL: 2-029P-10-132.00, AND BETTER DESCRIBED AS: A PART OF LOT ONE (1), BLOCK THREE (3) OF THE OMEGA SURVEY AND A PART OF LOT SIX (6), BLOCK TWO (2) OF THE M.E. WARD SURVEY IN THE CITY OF HATTIESBURG, COUNTY OF

FORREST, STATE OF MISSISSIPPI, AS PER THE MAPS OR PLATS OF SAID SURVEYS ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGIN AT THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3) OF THE SAID OMEGA SURVEY OR ADDITION ON DEASON AVENUE, AND THENCE RUN EAST ALONG DEASON AVENUE FOR A DISTANCE OF 85 FEET TO AND FOR THE POINT OF BEGINNING, THENCE CONTINUE EAST ALONG DEASON AVENUE FOR A DISTANCE OF 45 FEET, THENCE AT RIGHT ANGLES NORTH FOR A DISTANCE OF 90 FEET, THENCE AT RIGHT ANGLES WEST FOR A DISTANCE OF 45 FEET, THENCE AT RIGHT ANGLES SOUTH FOR A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

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

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

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

The President thereby declared the motion carried and the Resolution adopted this the 4th day of August, 2026.

(S E A L)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 4th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Memorandum

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

From: **Ann Jones**

cc: **Ann Jones**

Date: **Tuesday, August 4, 2026**

Re: **Approve Engagement letter for Jones Walker LLP to provide legal services related to environmental wastewater compliance, audits, environmental matters, and other general counsel matters as required. And Authorize Mayor to execute letter of engagement.**
File Number: 2026-645
Minute Book #

Summary

Approve Engagement letter for Jones Walker LLP to provide legal services related to environmental wastewater compliance, audits, environmental matters, and other general counsel matters as required.

Recommendation Statement

I recommend this item for approval.

Please place this on the August 4, 2026 City Council meeting for consideration.

JONES WALKER

Keith W. Turner
D: 601.949.4739
F: 601.949.4638
kturner@joneswalker.com

July 7, 2026

Via E-mail

City of Hattiesburg, Mississippi
Attn: Mr. Toby Barker, Mayor
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Letter of Engagement

Dear Mayor Barker:

We are delighted that we have been asked us to continue to assist the City of Hattiesburg, Mississippi (the "Municipality") in connection with the matters described below. This letter will confirm our engagement and describes the basis on which our firm will provide legal services to the Municipality.

Client. Our client in this matter at all times will be the Municipality, although in connection with the engagement by the Municipality, we may be asked by the Municipality to provide assistance to one or more affiliates of the Municipality and/or individual officers and directors and owners of the Municipality.

Scope of Engagement. We have been engaged to provide legal services assisting with environmental wastewater compliance, audits, environmental matters, and other general counsel matters as discussed. Our engagement is limited to performance of legal services related to this matter. We may agree to limit or expand the scope of our representation from time to time, provided such change is reflected in a written agreement between us.

Client Responsibilities. The Municipality agrees to pay our statements for services and expenses as provided below. In addition, the Municipality agrees to cooperate with us and to keep us informed with complete and accurate factual information, documents, electronically stored information and other data, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. the Municipality also agree to make any necessary business and strategy decisions in a timely manner.

Advice about Possible Outcomes. During the course of our representation, we may express opinions or beliefs concerning the engagement or various courses of action and the results and/or timing that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Termination of Engagement. The Municipality may, at any time, terminate our representation upon written notice to us. Such termination shall not relieve the Municipality of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Municipality through the date of termination.

If we withdraw from our representation, we may do so only as required or permitted by the applicable rules of professional conduct upon written notice to the Municipality. In that event, we will take such steps as are reasonably practicable to protect the Municipality's interests in the above matter, and the Municipality agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the Municipality through the date of withdrawal.

Conclusion of Representation; Retention and Disposition of Documents and Emails. Our representation of the Municipality in this matter will terminate upon our sending the Municipality our final statement for services rendered in the matters. At their request, the Municipality's documents and property will be returned to them, although we reserve the right to copy any of THE MUNICIPALITY's documents we deem appropriate. Our own files pertaining to the matters will be retained by us. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at the end of the firm's retention period, which currently is 10 years, without further notice to the Municipality.

Post-engagement Matters. The Municipality are engaging the firm to provide legal services in connection with specific matters. After completion of the matters, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless THE MUNICIPALITY engages us after completion of the matters to provide additional advice on issues arising from the matters, the firm will have no continuing obligation to advise the Municipality with respect to future legal developments.

Fees; Costs; Billing. Our fees will be based on the firm's billing rate for preferred clients of the firm for each attorney and legal assistant devoting time to this matter. Although others may assist me, I will be the attorney primarily responsible for handling this matter, and my current hourly rate for preferred clients is $325 per hour. These billing rates are subject to change from time to time, and rate increases will be reflected on the invoices that we send to the Municipality.

Our law firm typically incurs costs in connection with legal representation. These costs may include such matters as long-distance telephone charges, special postage, delivery charges, telecopy and photocopy charges and related expenses, travel expenses, meals and use of other service providers, such as printers or experts. Our charges for some of these expenses exceed our direct cost in order to cover indirect expenses related to these services. Where expenses involve significant payments to third parties, we may request that the Municipality pay the expenses directly.

Invoices will include detailed information concerning time expended by each attorney and legal assistant in connection with the work covered by the bill as well as each charge item by the firm. Statements normally will be rendered monthly for work performed and expenses recorded during the previous month. Unless we receive different instructions, we will send our bills to you at the above email address. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 90 days, we may suspend performing services for the Municipality until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

Choice of Law. The relationship between the Municipality and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law of the State of Mississippi, without regard to conflicts of laws principles.

Entire Agreement. This letter constitutes the entire understanding and agreement between us regarding the terms of our engagement in these matters and supersedes any prior understandings and agreements, written or oral, and any subsequent billing requirements, Outside Counsel Guidelines, or letters submitted to us by the Municipality. If any provision of this engagement letter is held by a court or arbitration panel to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may be amended only by means of a subsequent, written agreement signed by us.

If this letter meets with your approval and the approval of the Municipality, please sign a copy of the letter in the space provided below and return it to me. Please call me if you have any questions. Once again, we are pleased to work with you and the Municipality.

Sincerely,

Keith W. Turner

KWT/bb

Agreed and accepted including consent to identify the Municipality as a client of Jones Walker LLP. We consent to the representation on the terms set forth above.

City of Hattiesburg, Mississippi

By: _____

Printed Name and Title: _____

Date: _____

Memorandum

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

From: **Hunter White, Deputy Director**

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve Lighting Agreement with Mississippi Power for additional lighting at 708 Woodland Ct for a monthly cost of $9.80; Authorize the mayor to execute agreement in duplicate.**
File Number: 2026-647
Minute Book #

Summary
Approve Lighting Agreement with Mississippi Power for additional lighting near 708 Woodland Ct for a monthly charge of $9.80; Authorize the mayor to execute agreement in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.

DATE: 7/27/26

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/FAX/ EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE:By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)		LOCATION AND COMMENTS
LED FIXTURES			
50 WATT LED	I	1	708 Woodland Ct. $9.80/month
90 WATT LED			
110 WATT LED			
190 WATT LED			
OTHER FIXTURES			

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

Memorandum

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

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

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve Supplemental Agreement No. 2 with R & J Construction Co., Inc. for the Midtown Streetscape Project (Project No. DECD-0018(36)BO Forrest County) to the contract of $7,041,513.71, and authorize the mayor to execute the same**
File Number: 2026-641
Minute Book #

Summary
Supplemental Agreement #2 - Midtown Streetscape

Recommendation Statement
I recommend for approval.

Please place this on the August 4, 2026 City Council meeting for consideration.

Bond #1001228080

State Aid Supplemental Agreement Contract
(2-4-93)

SUPPLEMENTAL AGREEMENT NO. 2

State Aid Project No.: DECD-0018(36)BO

WHEREAS, (I), (WE), R&J Construction, Contractors, of Laurel, MS and U.S. Speacialty Insurance Company, Inc., Surety, entered into a contract with the City of Hattiesburg, MS, on the 27th day of January, 2025, for the construction of the above designated project, and

WHEREAS: During the course of Right of Way Agreements with Mr. Mark Barnett, homeowner, it was requested that we revise our design to a 6' Decorative steel fence; AND

WHEREAS: During the course it was determined that a retaining wall was neccessarry to help tie together grades with new sidewalk; AND

WHEREAS: It was determined that during the course of construction along the west side of 31st Ave it was necessary to adjust an existing fence and gate of the homeowner Mr. Dick Conville due to grade changes; AND

WHEREAS: After the construction of the multiuse path along the south side of Arlington Loop, it was observed during the punch list process that mail trucks and other motorized vehichles were using the path. The City of Hattiesburg requested we add permanent bollard at different intervals along this path to discourage the use of motorized vehichles on the pedestrian path; AND

WHEREAS: After design was completed and construction of Lighting Assemblies were completed the City of Hattiesburg requested that the banner arms be adjusted to a higher elevation to keep the public from damaging them. It was during the punch list procedure that the City of Hattiesburg made this request. Given the time of the request, that the poles were completed and the subcontractor was offsite, it would require the electrical subcontractor to charge a fee for the adjustment of the arms; AND

WHEREAS: After construction completed and during the punch list procedure, it was documented that an area near the intersection of 31st and Arlington Loop that seepage was spilling over the sidewalk with a smell of sewage. After extensive investigation it was determined that existing sewer lines along Arlington under the sidewalk were leaking. Lines were not damaged during construtions. The City of Hattiesburg asked R&J Construction remove the line and replace it resulting in removal of fence and sidewalk to access the sewer pipe; AND

WHEREAS: The R&J construction is requesting an additonal 10 days; 3 days for installation of retaining wall, 2 days for removal of 6 inch sewer line, 5 days for utility work; AND

WHEREAS: It is the desire of the City of Hattiesburg to add additional pay items for completing these items of work; AND

WHEREAS: The contingencies currently established for the project are sufficient to cover the items of work listed below; AND

WHEREAS: This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein;

Payment for the Supplemental Agreement items will be made under:

Pay Item Number	Description	Original Quantity		Revised Quantity		Unit Price	Amount Increase/Decrease
907-601-PP	6' Decorative Steel Fence, Double Gate, Per Plans	0.000	EA	1.000	EA	$2,282.50	$2,282.50
907-601-PP	6' Decorative Steel Fence, Per Plans	0.000	LF	250.000	LF	$131.18	$32,795.00
907-601-PP	6' Decorative Steel Fence, Single Gate, Per Plans	0.000	EA	2.000	EA	$1,662.50	$3,325.00
907-809-A	Retaining wall, Per Plans	0.000	SF	424.000	SF	$46.84	$19,860.16
202-E	Remove and Reinstall Fence, Iron fence	0.000	EA	1.000	EA	$1,525.00	$1,525.00
907-630-PP	Decorative Bollard, Permanent, Per Plans	0.000	EA	3.000	EA	$1,402.50	$4,207.50
613-F	Adjustment of Banner arms	0.000	EA	34.000	EA	$123.35	$4,193.90
202-F	Removal of 6" sewer pipe	0.000	LF	150.000	LF	$22.00	$3,300.00
907-262-E	Utility work - sewer, 8" SDR PVC Sewer Main	0.000	LF	150.000	LF	$70.98	$10,647.00
907-262-E	Utility work - sewer, cleanout	0.000	EA	3.000	EA	$1,512.00	$4,536.00
202-F	Remove and Reinstall Fence, Decorative Steel	0.000	EA	1.000	EA	$5,250.00	$5,250.00

Amount Increased: $91,922.06

Total Estimated Project - Per contract		$7,542,800.00	(A)
Contigencies		$359,192.43	(B)
TOTAL CONTRACT ITEMS (A-B)		$7,183,607.57	(C)
TOTAL (Previously Approved Change Requests)	[ ] Plus [X] Minus	($234,015.92)	(D)
NEW TOTAL- CONTRACT ITEMS (C+/-D)		$6,949,591.65	(E)
AMOUNT INCREASED	[X] Plus [ ] Minus	$91,922.06	(F)
REVISED TOTAL - CONTRACT ITEMS (E+/-F)		$7,041,513.71	(G)
INDICATED UNDERRUN (A-G)		$501,286.29	
INDICATED OVERRUN (G-A)		$0.00	

NOW, THEREFORE, (I), (WE), R&J Construction, Contractors, and U.S. Specialty Insurance., Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 24th day of July, 2026.

U.S. Specialty Insurance Company
SURETY

By: Kimberly B. Barhum
Kimberly B. Barhum Attorney-in-Fact

RECOMMENDED FOR APPROVAL:

Project Engineer

APPROVED:
City of Hattiesburg

BY: _____
Mayor

William Trae' Shoemake
CONTRACTOR

By: William Trae' Shoemake
NAME AND TITLE

Approved:

Office of State Aid Road Construction

Approved:

Executive Director

VOID VOID VOID VOID VOID

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DAVID R. FORTENBERRY, KIMBERLY B. BARHUM, MARY JONES NORVAL

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ ******Unlimited****** _____ Dollars (____ ***unlimited*** ____).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA — TEXAS BONDING COMPANY STATE OF TEXAS — UNITED STATES SURETY COMPANY — U.S. Specialty Insurance Company TEXAS

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of July, 2024.

Bond No. 1001228080
Agency No. 17035

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA — TEXAS BONDING COMPANY STATE OF TEXAS — UNITED STATES SURETY COMPANY — U.S. Specialty Insurance Company TEXAS

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

Memorandum

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

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

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve the renewal of the subscription with Nearmap US, Inc. for access to mapping and aerial imagery services in the amount of $13,069.10, pursuant to the vendor's subscription agreement, which provides for automatic renewal unless otherwise agreed by the parties.**
File Number: 2026-634
Minute Book #

Summary

Approve renewal of subscription with Nearmap US, Inc. for access to mapping and aerial imagery website.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.

Nearmap US, Inc
Suite 500, 1850 W
Ashton Blvd
Lehi UT 84043
United States

Invoice

#INV01791447

27-Apr-2026

Bill To

City of Hattiesburg, MS
Hema Gopalan
220 W Front St,Fl 2
Hattiesburg MS 39401-3801
United States

Ship To

City of Hattiesburg, MS
Hema Gopalan
220 W Front St,Fl 2
Hattiesburg MS 39401-3801
United States

TOTAL

$13,069.10

Due Date: 27-May-2026

Customer Number	PO#	Terms	Due Date	Currency	Account Balance	Amount Due
A00012702	02401865	Net 30	27-May-2026	USD	$13,069.10	$13,069.10

Quantity	Item	Unit Price	Amount
25	Nearmap Oblique for Government		$8,316.70
1	Public Display License for Government		$1,188.10
1	Nearmap AI		$1,188.10
3	GeoData Link for Government		$2,376.20

This subscription will automatically renew at the end date of the subscription term outlined on your order form, unless otherwise agreed by Nearmap. Any discounts applicable to your current term will not apply to any renewal of your subscription, unless otherwise agreed by Nearmap. The master subscription agreement between Nearmap and the Customer supersedes all other terms, conditions or provision of any purchase order.

Subtotal	$13,069.10
Tax Total (%)	$0.00
Total	$13,069.10

** Please refer to payment details and W9 Form Below/Next Page **

Pay Now | Click here to set up Auto-Pay or update payment details | Pay Multi Invoice

If your account is set up for auto payment, no payment action is required. The amount outstanding quoted above will be automatically debited on the Due Date.

** Please detach this stub and mail with check payment **

Remittance Statement
PLEASE RETURN THIS STUB WITH PAYMENT

Make Check Payable to:
Nearmap US Inc.

Invoice Number: INV01791447
Customer Number: A00012702
Total Amount Due: $13,069.10

Amount enclosed: $_____

Payment Details	
Wire/ACH Payment	**Check Payment**
Please specify Customer Number and Customer Name in the transfer field **Bank Account Name:** NEARMAP US INC. **Bank Account Number:** 825159590 **Bank Routing Number:** 124001545	Please send check payment to: **NEARMAP US INC** **PO BOX 736837** **DALLAS, TX 75373-6837** Please mail invoice stub along with check payment to PO box address listed above.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

NEARMAP US, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1850 W ASHTON BLVD, STE 500

6 City, state, and ZIP code

LEHI, UT 84043

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

3	0	–	0	8	3	4	5	4	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person**  **Date** 1/1/2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Memorandum

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

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

cc:

Date: **Tuesday, August 4, 2026**

Re: **Acknowledge receipt of Final Close-Out Documents for the Bobby L. Chain Airport Replace Precision Approach Path Indicators (PAPI) AIP IIJA 3-28-0031-34-2025, authorize Change Order #1 to increase final payment of the project to R & W Electric to the amount of $19,978.31.**
File Number: 2026-640
Minute Book #

Summary
Bobby L Chain Project — Change Order #1 and Final Closeout

Recommendation Statement
I recommend approval of these items.

Please place this on the August 4, 2026 City Council meeting for consideration.

July 24, 2026
N-S Project No. 18635.001

SENT VIA EMAIL

Marybeth Bergin, PE
City Engineer
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **Construction Change Request #1 Adjustment of Quantities**
Replace Precision Approach Path Indicators (PAPI) RUNWAY 13/31
AIP IIJA 3-28-0031-34-2025
Bobby L. Chain Airport
Hattiesburg, MS

Dear Mrs. Bergin:

Please find attached Construction Change Request #1 on the above referenced project. With this change request we have adjusted the total contract price due to overages as well as zeroed out quantities that were not utilized.

If you have any questions or comments concerning this request, please call me.

Sincerely,

NEEL-SCHAFFER, INC.

Dustin Gatlin, P.E.
Engineer Manager

P: 601.545.1565 | F: 601.545.2267
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

NEEL-SCHAFFER

Bobby Chain Airport - Replace Precision Approach Path Indicators (PAPI)

City of Hattiesburg

AIP IIJA 3-28-0031-034-2025 and AIP 3-28-0031-35-2025

CONSTRUCTION CHANGE REQUEST NO. 1

Project No: 18635.001 County Forrest Date July 24, 2026

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Proposed:

1) Contractor is requested to derease Pay Item No. L-108-5.1, TRENCHING FOR DIRECT BURIAL CONDUCTORS, 18 INCH MINIMUM, by 693 LF
2) Contractor is requested to increase Pay Item No. T-908-5.1, MULCHING, by -21 MSF
3) Contractor is requested to increase Pay Item No. L-108-5.3, NO. 6 AWG SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH ABOVE THE 5KV CONDUCTORS AND 600V, INCLUDING CONNECTIONS/TERMINATIONS, by 843 LF
4) Contractor is requested to increase Pay Item No. L-108-5.6, NO.2 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK, by 942 LF
5) Contractor is requested to increase Pay Item No. L-108-5.4, NO. 8 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK,
6) Contractor is requested to increase Pay Item No. L-108-5.6, NO.2 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK,

Reason:

1) The layout of the trenching and buried cable was adjusted in the field due to field conditions. Due to unidentied obstructions and route requested by the owner that required additional legths of work.
2) Mulching was not utilized in the project
3) The Design Engineer called out branch connections on the Plan Profile sheets. The quantity provided on the Summary of Quantites does not match the quantity on the plan sheets. Site conditions required the installation of the branch connections for the pipe network to function properly.
4) The layout of the trenching and buried cable was adjusted in the field due to field conditions. Due to unidentied obstructions and route requested by the owner that required additional legths of work.
5) The layout of the trenching and buried cable was adjusted in the field due to field conditions. Due to unidentied obstructions and route requested by the owner that required additional legths of work.
6) The layout of the trenching and buried cable was adjusted in the field due to field conditions. Due to unidentied obstructions and route requested by the owner that required additional legths of work.

ORINGAL QUANTITIES AND COST

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
L-108-5.1	TRENCHING FOR DIRECT BURIAL CONDUCTORS, 18 INCH MINIMUM	3,400.0	LF	$4.40	$14,960.00
T-908-5.1	MULCHING	21.0	MSF	$66.00	$1,386.00
L-108-5.3	NO. 6 AWG SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH ABOVE THE 5KV CONDUCTORS AND 600V, INCLUDING CONNECTIONS/TERMINATIONS	3,250.0	LF	$2.40	$7,800.00
L-108-5.4	NO. 8 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	5,150.0	LF	$1.70	$8,755.00
L-108-5.5	NO.6 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	1,900.0	LF	$2.15	$4,085.00
L-108-5.6	NO.2 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	8,400.0	LF	$4.50	$37,800.00
				TOTAL	$74,786.00

REVISED QUANTITIES AND COST

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
L-108-5.1	TRENCHING FOR DIRECT BURIAL CONDUCTORS, 18 INCH MINIMUM	4,093.0	LF	$4.40	$18,009.20
T-908-5.1	MULCHING	0.0	MSF	$66.00	$0.00
684-A	NO. 6 AWG SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH ABOVE THE 5KV CONDUCTORS AND 600V, INCLUDING CONNECTIONS/TERMINATIONS	4,093.0	LF	$2.40	$9,823.20
	NO. 8 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	5,623.0	LF	$1.70	$9,559.10
	NO.6 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	1,904.0	LF	$2.15	$4,093.60
603-SB	NO.2 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	9,342.0	LF	$4.50	$42,039.00
				TOTAL	$83,524.10

ORIGINAL COST:	$74,786.00
REVISED COST:	$83,524.10
INCREASE:	$8,738.10

TOTAL CONTRACT ITEMS		$390,828.00	(A)
Estimated Amount - This Request	**[X] Plus** [ ] Minus	$8,738.10	(F)
REVISED TOTAL - CONTRACT ITEMS (E+/-F)		$399,566.10	(G)
INDICATED UNDERRUN (A-G)			
INDICATED OVERRUN (G-A)		$8,738.10	

APPROVAL
RECOMMENDED: Approved

Project Engineer

APPROVAL
RECOMMENDED: Approved

Contractor

APPROVAL
RECOMMENDED: Approved

Mayor

July 24, 2026
N-S Project No. 18635.001

SENT VIA EMAIL

Marybeth Bergin, PE
City Engineer
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **Contractors Pay Application #3 and Final**
Replace Precision Approach Path Indicators (PAPI) RUNWAY 13/31
AIP IIJA 3-28-0031-34-2025
Bobby L. Chain Airport
Hattiesburg, MS

Dear Mrs. Bergin:

Enclosed for your review and approval is one (1) copy of the Contractor's Estimate #2. I have reviewed the Contractor's Estimate #2 and find the estimate to be in order. Therefore, I recommend payment to R&W Electric, in the amount of $19,978.31 for work completed.

If you have any questions or comments concerning this request, please call me.

Sincerely,

NEEL-SCHAFFER, INC.

Dustin Gatlin, P.E.
Engineer Manager

P: 601.545.1565 | F: 601.545.2267
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

Contractor's Application for Payment No. 3 and Final

	Application Period: 5/20/2026-7/24/2026	Application Date: 7/24/2026
To (Owner): Bobby Chain Airport	From (Contractor): R&W Electric	Via (Engineer): Neel-Schaffer, Dustin Gatlin, P.E.
Project: Replace Precision Approach Path Indicators(PAPI), Runway 13/31 & Replace Guidance Signs, Runway 13/31	Contract: AIP IIJA 3-28-0031-034-2025 and AIP3-28-0031-35-2025	
Owner's Contract No.: N/A	Contractor's Project No.: 1077	Engineer's Project No.: 18635.001

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$ 8,738.10	$ -
TOTALS	$ 8,738.10	$ -
NET CHANGE BY CHANGE ORDERS	$ 8,738.10	

1.	**ORIGINAL CONTRACT PRICE**	$ 390,828.00
2.	**Net change by Change Orders**	$ 8,738.10
3.	**Current Contract Price (Line 1 + 2)**	$ 399,566.10
4a.	**TOTAL COMPLETED TO DATE**	$ 399,566.10
4b.	**TOTAL MATERIALS STORED (Stored Material Summary)**	$ -
4c.	**TOTAL COMPLETED AND STORED TO DATE**	$ 399,566.10
5.	**RETAINAGE:**	
	a. 5% X $ 399,566.10 **(Line 4c)**	
6.	**AMOUNT ELIGIBLE TO DATE (Line 4c - Line 5a)**	$ 399,566.10
7.	**LESS PREVIOUS PAYMENTS**	$ 379,587.80
8.	**AMOUNT DUE THIS APPLICATION**	$ **19,978.31**
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$ -
10.	**Contract Time (Calendar Days)**	60
11.	**Working Days This Period (Calendar Days)**	20
12.	**Working Days to Date**	45
13.	**Percent Complete**	100.0%
14.	**Percent of Time Elapsed**	75.0%
15.	**DBE Commitment**	$ -
16.	**Percent DBE Participation (Line 15/Line 3)**	
17.	**DBE Payment Due This Application**	$ -
18.	**DBE Payments to Date**	$ -

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, 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, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 7/24/2026

NOTARY PUBLIC
Exp. 8/12/2028
Kelly J Pollard
Lauderdale County
Comm # 103097
STATE OF MISSISSIPPI

Payment of: $19,978.31
(Line 8 or other - attach explanation of the other amount)

is recommended by: (Engineer) 7/24/2026 (Date)

Progress Estimate

Contractor's Application

For (contract):	Replace Precision Approach Path Indicators(PAPI), Runway 13/31 & Replace Guidance Signs, Runway 13/31	Application Number:	3 and Final
Application Period:	5/20/2026-7/24/2026	Application Date:	7/24/2026

		Contract				Previous Application		This Period		Total Completed To Date		% Complete		Balance To Finish	
Pay Item No.	Description	Qty.	Unit	Unit Cost	Total Cost	Qty.	Total Cost	Qty.	Total Cost	Qty.	Total Cost		Retainage	Qty.	Total Cost
BASE BID															
C-105	MOBILIZATION	1	LS	$ 33,000.00	$ 33,000.00	1.00	$ 33,000.00		$ -	1.00	$ 33,000.00	100%	$ 1,650.00		$ -
TS-129-5.1	IMPLEMENTATION OF CONSTRUCTION SAFETY PLAN	1	LS	$ 51,250.00	$ 51,250.00	1.00	$ 51,250.00		$ -	1.00	$ 51,250.00	100%	$ 2,562.50		$ -
P-101-5.1	FULL DEPTH PAVEMENT REMOVAL (ALL TYPES, ALL DEPTHS)	120	SY	$ 131.00	$ 15,720.00	120.00	$ 15,720.00		$ -	120.00	$ 15,720.00	100%	$ 786.00		$ -
304-G	SIZE 610 CRUSHED STONE BASE	30	CY	$ 280.00	$ 8,400.00	30.00	$ 8,400.00		$ -	30.00	$ 8,400.00	100%	$ 420.00		$ -
L-108-5.1	TRENCHING FOR DIRECT BURIAL CONDUCTORS, 18 INCH MINIMUM DEPTH	3,400	LF	$ 4.40	$ 14,960.00	4,093.00	$ 18,009.20		$ -	4,093.00	$ 18,009.20	120%	$ 900.46		$ -
T-901-5.1	SEEDING	21	MSF	$ 72.00	$ 1,512.00	21.00	$ 1,512.00		$ -	21.00	$ 1,512.00	100%	$ 75.60		$ -
T-908-5.1	MULCHING		MSF	$ 66.00	$ -		$ -		$ -		$ -		$ -		$ -
L-108-5.3	NO. 6 AWG SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH ABOVE THE 5KV CONDUCTORS AND 600V, INCLUDING CONNECTIONS/TERMINATIONS	3,250	LF	$ 2.40	$ 7,800.00	4,093.00	$ 9,823.20		$ -	4,093.00	$ 9,823.20	126%	$ 491.16		$ -
L-108-5.4	NO. 8 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	5,150	LF	$ 1.70	$ 8,755.00	5,623.00	$ 9,559.10		$ -	5,623.00	$ 9,559.10	109%	$ 477.96		$ -
L-108-5.5	NO. 6 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	1,900	LF	$ 2.15	$ 4,085.00	1,904.00	$ 4,093.60		$ -	1,904.00	$ 4,093.60	100%	$ 204.68		$ -
L-108-5.6	NO. 2 AWG 600 VOLT CONDUCTOR, INSTALLED IN TRENCH OR DUCT BANK	8,400	LF	$ 4.50	$ 37,800.00	9,342.00	$ 42,039.00		$ -	9,342.00	$ 42,039.00	111%	$ 2,101.95		$ -
L-109-7.1	MODIFICATION OF EXSTING AIRPORT TRANSFORMER VAULT	1	LS	$ 1,965.00	$ 1,965.00	1.00	$ 1,965.00		$ -	1.00	$ 1,965.00	100%	$ 98.25		$ -
L-125-5.1	L-880, FOUR LIGHT UNIT PAPI, STYLE A, CLASS 1	2	EA	$ 88,110.00	$ 176,220.00	2.00	$ 176,220.00		$ -	2.00	$ 176,220.00	100%	$ 8,811.00		$ -
TS-102-4.2	DEMOLITION AND REMOVAL OF PAPI'S (PAPI LHAS, MOUNTING LEGS AND HARDWARE, BASE CANS, CONTROL PANEL, AND CONCRETE FOUNDATIONS)	1	LS	$ 27,975.00	$ 27,975.00	1.00	$ 27,975.00		$ -	1.00	$ 27,975.00	100%	$ 1,398.75		$ -
TOTALS					**$ 389,442.00**		**$ 399,566.10**		**$ -**		**$ 399,566.10**	**102.6%**	**$ 19,978.31**		**$ -**

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, August 4, 2026**

Re: **Approve a Contractor and Owner Agreement and Housing Rehabilitation Grant Award to Faye and Michael Sanders, owners of 210 Barry Street, utilizing CDBG-CV funds for a substantial rehabilitation/reconstruction project in accordance with the Housing Rehabilitation and Housing Repair Programs Manual and authorize the Mayor to execute in triplicate.**
File Number: 2026-649
Minute Book #

Summary
Approve a Contractor and Owner Agreement and Housing Rehabilitation Grant Award to Faye and Michael Sanders, owners of 210 Barry Street, utilizing CDBG-CV funds for a substantial rehabilitation/reconstruction project in accordance with the Housing Rehabilitation and Housing Repair Programs Manual and authorize the Mayor to execute in triplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 4th day of AUGUST, 2026 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and **Faye and Michael Sanders of 210 Barry Street**, Hereinafter called Owner, and MSP Enterprises, LLC with its principal place of business located at 683 R V Lindley Road, Moselle, Mississippi 39459, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **210 Barry Street** Project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **210 Barry Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 10-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement; the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within one hundred-fifty (150) days after issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds one hundred-fifty (150) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of One hundred sixty-

three thousand three hundred fifteen dollars ($163,315.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days' written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provisions of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be a deed restriction attached to **210 Barry Street** for twenty (20) years. Homeowner agrees to occupy the rehabilitated home for twenty (20) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred, or disposed of prior to the expiration of the twenty (20) year affordability period**. Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the 4 day of August, 2026.

Faye Sanders 8-4-26
Faye and Michael Sanders Date

Michael Sanders 8-4-26
Homeowner Date

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 4, 2026

Attest: _____
Kermas Eaton, City Clerk

Contractor

By: _____
MSP Enterprises, LLC

Date: 6/4/26

Attest: _____

CITY OF HATTIESBURG HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. F.S. I certify that I currently live in and own the home for which I am accepting repair assistance.

2. F.S. I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. F.S I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.

4. F.S I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

5. F.S I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

6. F.S I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

7. F.S I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).

8. F.S I hereby agree to occupy the home to be rehabilitated for a period of not less than **twenty (20)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

9. F.S. I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***twenty*** **(20)** year affordability period.

10. F.S. I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **twenty (20)** year affordability period.

11. F.S. I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

12. F.S. I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

13. F.S. I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

14. F.S. I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Faye and Michael Sander of 210 Barry Street,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 4 day of August, 2026.

Faye Sanders
Homeowner's Signature

Michael Sanders
Spouse's Signature

GRANT AWARD

The Homeowner(s), **Faye and Michael Sanders of 210 Barry Street**, are hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **210 Barry Street.** The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction, rehabilitation, and repair costs shall not exceed the awarded contract amount, excluding approved change orders and discovery repairs necessary to meet applicable building codes and program standards in accordance with the Housing Rehabilitation and Housing Repair Programs Manual, Section VIII(E). Other associated costs are in addition to the awarded contract amount described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: August 4, 2026

Attest: _____
Kermas Eaton, City Clerk

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, August 4, 2026**

Re: **Approve Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate.**
File Number: 2026-648
Minute Book #

Summary
Approve Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG
COMMUNITY DEVELOPMENT BLOCK GRANT (HOUSING)
STARTER HOMES OF MISSISSIPPI
SUBRECIPIENT AGREEMENT

STARTER HOMES OF MISSISSIPPI

THIS CONTRACT (hereinafter the "Agreement") is made and entered into this **4th day of August, 2026**, by and between the CITY OF HATTIESBURG, MISSISSIPPI (hereinafter the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401, and **Starter Homes of Mississippi** (hereinafter the "Subrecipient"), located at 57 Carter Drive, Seminary, Mississippi 39479. The parties anticipate completing approximately fifteen (15) eligible roof repair projects during the term of this Agreement. The actual number of projects completed will depend upon the scope and cost of individual repairs approved by the Grantee in accordance with the City's Emergency Roof Initiative Program Manual and the availability of funding. The Grantee's total financial obligation under this Agreement shall not exceed $270,000.00 unless amended in writing by the parties. This Agreement shall terminate on or before March 31, 2027, unless amended by written instrument as provided herein.

WHEREAS, GRANTEE wishes to engage the SUBRECIPIENT to assist the Grantee in utilizing such funds for: The City's Emergency Roof Initiative Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible roof repairs for eligible applicants. Activities in such program must be eligible under the Community Development Block Grant (CDBG) Program.

The Subrecipient acknowledges that all project sites shall be selected and approved solely by the Grantee in accordance with the City's Emergency Roof Initiative Program Manual. The Subrecipient shall perform work only on properties specifically authorized by the Grantee.

B. Project Authorization

Prior to the commencement of any project, the Grantee shall determine applicant eligibility, approve the project scope and funding, and provide the Subrecipient with written authorization to proceed, including, where applicable, a Notice to Proceed ("NTP") or other written approval issued by the City's authorized representative. The Subrecipient shall not commence work, procure materials specifically for an approved project, schedule subcontractors, or incur project-related costs until such written authorization has been received. Any labor performed, materials purchased, services procured, or expenses incurred before receiving written authorization shall be at the Subrecipient's sole risk and expense and shall not be eligible for reimbursement under this Agreement.

C. General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

D. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG Program's National Objectives:

1. Project benefits low-moderate income persons;
2. Project will aid in the prevention or elimination of slums and/or blight; or
3. Project meets community development needs having a particular urgency – as defined in S4 CFR Part 570.208.

E. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below:

TASK PROGRAM GOAL	DATE
Roof repairs to single-family, owner-occupied homes within the City limits	August 4, 2026 – March 31, 2027
Completion of 1st Roof Repair	
Completion of 2nd Roof Repair	
Completion of 3rd Roof Repair	
Completion of 4th Roof Repair	
Completion of 5th Roof Repair	
Completion of 6th Roof Repair	
Completion of 7th Roof Repair	
Completion of 8th Roof Repair	
Completion of 9th Roof Repair	
Completion of 10th Roof Repair	
Completion of 11th Roof Repair	
Completion of 12th Roof Repair	
Completion of 13th Roof Repair	
Completion of 14th Roof Repair	
Completion of 15th Roof Repair	

F. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Failure to comply with the terms of this Agreement, applicable federal regulations, or written directives of the Grantee shall constitute noncompliance with this Agreement. If the Subrecipient fails to cure the identified noncompliance within ten (10) calendar days after written notice from the Grantee, the Grantee may initiate termination proceedings and suspend further funding. Subrecipient must return any unused funds promptly.

II. Time of Performance

Services of the Subrecipient shall start on the **4th day of August, 2026**, and end on the **31st day of March, 2027**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. Budget

The Grantee's total financial obligation under this Agreement shall not exceed $270,000, unless amended in writing by the parties.

Assistance for each approved project shall generally be limited to $15,000. In exceptional circumstances, following a documented case-by-case assessment of the property's condition, scope of work, and demonstrated need, the City may authorize assistance up to a maximum of $20,000 per property, provided sufficient funds remain available under this Agreement and the approval is consistent with the Emergency Roof Repair Initiative Program Manual.

The establishment of a maximum contract amount does not obligate the Grantee to expend the full amount authorized under this Agreement. Actual expenditures shall be based solely on approved eligible project costs incurred during the term of this Agreement.

No costs incurred before written authorization under Section I(B) shall be eligible for reimbursement.

Indirect costs shall not be applied in performance or administration of this Agreement. The Grantee may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in the form and manner prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. Payment and Reimbursement

Payment shall be made on a project-by-project basis. The Grantee shall reimburse the Subrecipient for eligible costs associated with roof repair projects approved under this Agreement and authorized by the Grantee through written approval or a Notice to Proceed, where applicable. Reimbursement

is contingent upon:

(a) the project has been completed in accordance with the approved scope of work;

(b) the completed work has been inspected by the City's authorized representative and accepted as satisfactorily completed;

(c) the Subrecipient has submitted an invoice and all supporting documentation necessary to verify eligible expenses; and

(d) reimbursement has been approved through the City's established payment process, including City Council approval.

Costs incurred before the Grantee issues written authorization to proceed shall not be eligible for reimbursement.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in 2 CFR Part 200.

V. Notices

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Urban Development Director Community Development Division 601-545-4606 601-554-1006	Starter Homes of Mississippi Beth Norris, Executive Director 57 Carter Drive Seminary, MS 39479

VI. Special Conditions

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the $15,000 cap per unit or the $270,000 cap for the gross amount of the Agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient shall consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements contained herein. The Subrecipient may only use City-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as D. Implementation Schedule, the Grantee can terminate this Agreement without giving a 30-day notice. See General Conditions, Section H. Suspension or Termination.

VII. General Conditions

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as

creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg.

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall comply with insurance requirements of 2 CFR Part 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the Grantee's financial assistance in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the City Council. Any such amendment shall be attached to and made a part of this Agreement. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of the Agreement fails to comply with any term of the Agreement with any of the rules, regulations, or provisions referred to herein, and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in

noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, and updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed-upon time.

VIII. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the financial management standards outlined in 2 CFR Part 200, including maintaining effective internal controls and adequate source documentation for all costs incurred. Cost Principles

The Subrecipient shall administer this Agreement in accordance with the applicable cost principles contained in **2 CFR Part 200**, and any other applicable federal regulations governing the use of Community Development Block Grant funds.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85,"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and 0MB Circular A-87 would apply to this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall maintain all financial records, supporting documents, statistical records, procurement records, project files, and all other records pertinent to this Agreement for the period required by applicable federal, state, and local laws and regulations. If any litigation, claim, audit, monitoring review, negotiation, or other action involving the records is initiated before the expiration of the applicable retention period, the records shall be retained until all such matters have been fully resolved and final action has been taken.

3. Electronic Records

Records maintained in electronic format shall be considered acceptable provided they are complete, accurate, readily accessible, capable of being reproduced upon request, and maintained in accordance with applicable federal, state, and local record retention requirements.

4. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines,

policies, procedures, and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

5. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

6. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased and improved properties.

7. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close- out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodianship of records.

8. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees, or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable 2 CFR Part 200, Subpart F.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall procure all goods, materials, equipment, and services in accordance with all applicable federal, state, and local laws and regulations, the City's procurement policies, and the requirements of this Agreement. The Subrecipient shall maintain inventory

and procurement records sufficient to document compliance with applicable procurement requirements.

2. 2 CFR Part 200

The Subrecipient shall conduct all procurement activities in accordance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), applicable HUD regulations, and the City's procurement policies, as amended from time to time. The Subrecipient shall ensure that all contracts and subcontracts entered into under this Agreement comply with these requirements and any other applicable federal, state, or local procurement standards.

3. Procurement Prior to Authorization

The Subrecipient shall not procure project-specific materials, execute project-specific purchase orders, schedule subcontractors, or otherwise incur project-specific obligations until the Grantee has issued written authorization to proceed for the applicable project. Any costs incurred prior to such written authorization shall be the sole responsibility of the Subrecipient and shall not be eligible for reimbursement under this Agreement.

4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Non-discrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women- owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish-surnamed, or Spanish- heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

   a. Compliance

   Compliance with the provisions of Section 3, the regulations outlined in 24 CFR 135, and all applicable rules and orders issued hereunder before the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

   The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

   The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low- income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low- income participants in other HUD programs.

   The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor violates regulations issued by the grantee agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way, to any extent, be engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

The Subrecipient shall promptly notify the City in writing of any actual, apparent, or potential

conflict of interest that arises during the performance of this Agreement. The Subrecipient shall comply with all applicable federal, state, and local conflict of interest requirements, including, where applicable, 2 CFR Part 200 and any program-specific regulations.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification – Paragraph D

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantee agency reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.2000.

XI. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq...
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50 as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the

IN WITNESS THEREOF,

The City of Hattiesburg and AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By:_____
Toby Barker, Mayor

Date: August 4, 2026

Attest:_____
Kermas Eaton, City Clerk

Date: August 4, 2026

Starter Homes of Mississippi

By: Beth Norris
Beth Norris

Date: 8/4/26

Attest:_____

Date:_____

Memorandum

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

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve Elevator Maintenance Agreements between the City of Hattiesburg and TK Elevator Corporation for elevator maintenance services at City Hall, Cultural Center and the City Parking Garage and authorize the Mayor to execute the same.**
File Number: 2026-653
Minute Book #

Summary
Authorize the Mayor to execute Elevator Maintenance Agreements between the City of Hattiesburg and TK Elevator Corporation for elevator maintenance services at City Hall, Cultural Center and the City Parking Garage.

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.

TK Elevated Agreement

Universal Service by TK Elevator
Any Brand | Any Place | Any Time

July 10, 2026

City of Hattiesburg

Purchaser:	City of Hattiesburg	Location:	City of Hattiesburg
Address:	200 Forest Street Hattiesburg, MS 39403	Address:	200 Forest Street Hattiesburg, MS 39403

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	OEM Serial #	Stops	Controller Manufacturer
Hydraulic	E1	MS000403	5	Kone

Scope of Work

Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union of Elevator Constructors ("Regular Time").

Parts Repair/Replacement

Service Activities also include the repair or replacement of only the following parts (using replacement parts of TK Elevator's choosing): motor brushes, operating-switch and relay components, plug-in relays and fuses (except main line disconnect). In order to qualify for repair or replacement under this Agreement such parts' repair or replacement must be necessitated solely by normal wear and tear and not a cause otherwise excluded elsewhere in this Agreement.

Service Activities Include TK Elevator's Maintenance Control Program
TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP takes into consideration the age and usage of the Unit(s). Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests
This Agreement also includes, "Service Requests" during Regular Time. Service Requests are defined as the dispatch of our technician to release any entrapped passengers from a Unit and/or to address adjustments to any of the parts listed under the section of this Agreement titled "Service Activities" so long as such adjustments are not otherwise excluded in this Agreement, take less than two (2) hours, excluding travel time and require, in TK Elevator's sole opinion, less than two (2) technicians to complete. Adjustments resulting from a Service Request that do not meet all three (3) conditions listed in the preceding sentence will be invoiced to Purchaser at our standard billing rates. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all material and labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

Equipment Type	Nickname	Covered Tests
Hydraulic	E1	annual safety tests

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

Exclusions

Service Activities, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any part or component or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). Any Service Request and Overtime Service Requests that are necessitated by, in whole or in part, the condition, operation and/or non-operation of parts that are "obsolete" (as that term is defined below) are also (a) excluded from this Agreement and (b) constitute Billable Work. On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

With the passage of time, equipment technology and designs will change. If, at any time under this Agreement, (1) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part shall be considered "obsolete", regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Moreover, if, at any time after the expiration of the initial term of this Agreement, (A) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (B) that part was either (i) installed or (ii) manufactured ten (10) or more years earlier, that part will also be considered "obsolete". You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price & Payment

Term

This Agreement is effective for 36 months starting September 01, 2027 and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 36-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 36-month period or at least 90-Days before the end of any subsequent 36-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

If this Agreement is terminated before the end of either the initial or any subsequent 36-month period by either (A) TK Elevator for any breach by you or (B) by you for any reason other than our own default after you've provided any contractually-required notice and opportunity to cure, you agree as follows:

(i) That TK Elevator may declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the parties agree are a good faith estimate of TK Elevator's damages and not a penalty;
(ii) That you also agree to immediately pay to TK Elevator any promotional and/or volume-based discounts granted to you under this Agreement; and
(iii) That TK Elevator may also terminate our obligations under this Agreement.

You further agree that the rights and obligations in (i), (ii) and (iii) above are material conditions of this Agreement, are reasonable and necessary, are not subject to offset, dispute or reduction and that under such circumstances, TK Elevator also reserves all of its other rights under this Agreement and applicable law.

Price

The price for the Agreement shall be $180.00 per month, excluding taxes, payable annually in advance.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to semi-annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator related to your Unit(s) described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the Parties agree are a good faith estimate of TK Elevator's damages and not a penalty and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service,

you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and any resulting costs or fees shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORTATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to

indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by us in the method, mode or manner of payment or any of our other rights under this Agreement shall not be construed as a waiver of any of our rights under this Agreement

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

City of Hattiesburg (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Rebecca Ackers	(Signature of Branch Representative)
(Print or Type Name)	Michael Gayton General Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

197 Interstate Dr Ste B
Richland, MS 39218
601-664-0759

Thank you for choosing TK Elevator. We appreciate your business.

Amy Pooley

Customer Onboarding Form

1) To elect a Payment Frequency other than Annual:		Initial To Accept
Semi-Annual	3% Addition	
Quarterly	4% Addition	
Monthly	7% Addition	

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone: _____

Fax: _____

Email: _____

TAX STATUS:

Are you tax exempt? ☐

Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
City of Hattiesburg	Hydraulic	E1	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

Price
In light your selections in the chart above, you agree to an additional price of $0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the “TK Elevator Communications Services Charge”). The TK Elevator Communications Services Charge is not subject to any discounts

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service
If “Phone Monitoring” is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications’ call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis. Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

Terms and Conditions
Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____-_____

Fire Department: (_____) _____-_____

Special instructions/remarks:

_____

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Customer Portal & Mobile App setup form

Name:	Rebecca Ackers		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	6013294751		
Email:	rackers@hattiesburgms.com		
Subscribe to email notifications:	☐	☐	☐

TK Elevated Agreement

Universal Service by TK Elevator
Any Brand | Any Place | Any Time

July 10, 2026

City of Hattiesburg - Cultural Center

Purchaser:	City of Hattiesburg - Cultural Center	Location:	City of Hattiesburg - Cultural Center
Address:	723 N Main Street Hattiesburg, MS 39403	Address:	723 Main Street Hattiesburg, MS 39403

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	OEM Serial #	Stops	Controller Manufacturer
Hydraulic	E1	MS000404	2	Dover

Scope of Work

Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union of Elevator Constructors ("Regular Time").

Parts Repair/Replacement
Service Activities also include the repair or replacement of only the following parts (using replacement parts of TK Elevator's choosing): motor brushes, operating-switch and relay components, plug-in relays and fuses (except main line disconnect). In order to qualify for repair or replacement under this Agreement such parts' repair or replacement must be necessitated solely by normal wear and tear and not a cause otherwise excluded elsewhere in this Agreement.

Service Activities Include TK Elevator's Maintenance Control Program
TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP takes into consideration the age and usage of the Unit(s). Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests
This Agreement also includes, "Service Requests" during Regular Time. Service Requests are defined as the dispatch of our technician to release any entrapped passengers from a Unit and/or to address adjustments to any of the parts listed under the section of this Agreement titled "Service Activities" so long as such adjustments are not otherwise excluded in this Agreement, take less than two (2) hours, excluding travel time and require, in TK Elevator's sole opinion, less than two (2) technicians to complete. Adjustments resulting from a Service Request that do not meet all three (3) conditions listed in the preceding sentence will be invoiced to Purchaser at our standard billing rates. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all material and labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

Equipment Type	Nickname	Covered Tests
Hydraulic	E1	annual safety tests

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.

Firefighters' Service Testing
Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

Exclusions

Service Activities, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any part or component or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). Any Service Request and Overtime Service Requests that are necessitated by, in whole or in part, the condition, operation and/or non-operation of parts that are "obsolete" (as that term is defined below) are also (a) excluded from this Agreement and (b) constitute Billable Work. On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

With the passage of time, equipment technology and designs will change. If, at any time under this Agreement, (1) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part shall be considered "obsolete", regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Moreover, if, at any time after the expiration of the initial term of this Agreement, (A) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (B) that part was either (i) installed or (ii) manufactured ten (10) or more years earlier, that part will also be considered "obsolete". You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal,

TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

The suite of services that you select, if any, from the attached MAX Exhibit and from the attached TK Elevator Communications Services Exhibit will hereinafter be referred to as the "Digital Service Package" and shall be (1) provided in accordance with the terms and conditions of both this Agreement and those found in those Exhibits and (2) billed as a separate line item from all other scopes of work specifically provided for by TK Elevator under this Agreement (the "TK Elevated Services").

Contract Term, Price & Payment

Term

This Agreement is effective for 36 months starting September 01, 2027 and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 36-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 36-month period or at least 90-Days before the end of any subsequent 36-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

If this Agreement is terminated before the end of either the initial or any subsequent 36-month period by either (A) TK Elevator for any breach by you or (B) by you for any reason other than our own default after you've provided any contractually-required notice and opportunity to cure, you agree as follows:

(i) That TK Elevator may declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the parties agree are a good faith estimate of TK Elevator's damages and not a penalty;
(ii) That you also agree to immediately pay to TK Elevator any promotional and/or volume-based discounts granted to you under this Agreement; and
(iii) That TK Elevator may also terminate our obligations under this Agreement.

You further agree that the rights and obligations in (i), (ii) and (iii) above are material conditions of this Agreement, are reasonable and necessary, are not subject to offset, dispute or reduction and that under such circumstances, TK Elevator also reserves all of its other rights under this Agreement and applicable law.

Price

The price for the Agreement shall be $155.00 per month, excluding taxes, payable annually in advance. The MAX Plus subscription listed in Exhibit A is an additional price of $14.00 per unit, per month which will be billed to you as a separate line item in your invoice. The attached Exhibit(s) include details regarding the Digital Service Package associated with this Agreement.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to semi-annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator related to your Unit(s) described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the Parties agree are a good faith estimate of TK Elevator's damages and not a penalty and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any

part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and any resulting costs or fees shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORTATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by us in the method, mode or manner of payment or any of our other rights under this Agreement shall not be construed as a waiver of any of our rights under this Agreement

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

City of Hattiesburg - Cultural Center (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Rebecca Ackers	(Signature of Branch Representative)
(Print or Type Name)	Michael Gayton General Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

197 Interstate Dr Ste B
Richland, MS 39218
601-664-0759

Thank you for choosing TK Elevator. We appreciate your business.

Amy Pooley

Customer Onboarding Form

1) To elect a Payment Frequency other than Annual:		Initial To Accept
Semi-Annual	3% Addition	
Quarterly	4% Addition	
Monthly	7% Addition	

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone: _____

Fax: _____

Email: _____

TAX STATUS:

Are you tax exempt? ☐

Exhibit A
MAX

MAX is TK Elevator's smart, machine learning Internet of Things ("IoT") solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a "Digital Service Package"), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment's operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed.

With MAX, we are able to offer the following Digital Service Packages with value-added features ("features") to your Agreement:

The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.

	MAX Plus	MAX Pro	MAX Premium
IoT Connected with MAX Virtual Coach MAX device connected to Tk Elevator's IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician's mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.	✓	✓	✓
Email Notifications Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.	✓	✓	✓
Web Portal & Mobile App Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.	✓	✓	✓
MAX Traffic Statistics Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal	✓	✓	✓
Real-Time Status and Failure Alerts Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.	✓	✓	✓
Auto Response / Dispatching As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.		✓	✓
No Charge Running on Arrival ("ROA") Guarantee Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.		✓	✓

	MAX Plus	MAX Pro	MAX Premium
MAX Team Monitoring The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.			✓
Predictive Intervention If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.			✓
Subscription Price per unit per month	**$14.00**	**$39.00**	**$95.00**

Current Digital Service Package
We have included the following Digital Service Package notated below for the selected Unit(s).

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium	Price
City of Hattiesburg - Cultural Center	Hydraulic	E1	2	Current Selection			$14.00

Price
In light of the selection in the chart above, you agree to an additional price of $14.00 per month which will be billed to you separately from the price of the Agreement (the "Digital Services Charge"). The cost of the selected Digital Service Package is not subject to any discounts. In addition to the monthly amount, the Digital Service Package selected below also requires a one-time activation and setup fee of $990.00. In the event that MAX Service subscriptions are removed, a $30.00 charge will be applied to each eligible unit and the price of this Agreement shall increase by $0.00 per month.

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion. The Digital Service Package noted above may be substituted for another package with thirty (30) days written notice.

Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
City of Hattiesburg - Cultural Center	Hydraulic	E1	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

Price
In light your selections in the chart above, you agree to an additional price of $0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the “TK Elevator Communications Services Charge”). The TK Elevator Communications Services Charge is not subject to any discounts

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service
If “Phone Monitoring” is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications’ call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis. Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

Terms and Conditions
Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____-_____

Fire Department: (_____) _____-_____

Special instructions/remarks:

_____

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Customer Portal & Mobile App setup form

Name:	Rebecca Ackers		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	6013294751		
Email:	rackers@hattiesburgms.com		
Subscribe to email notifications:	☐	☐	☐

TK Elevated Agreement

Universal Service by TK Elevator
Any Brand | Any Place | Any Time

July 10, 2026

City of Hattiesburg- Parking Garage

Purchaser:	City of Hattiesburg - Parking Garage	Location:	City of Hattiesburg- Parking Garage
Address:	200 West Pine Street Hattiesburg, MS 39403	Address:	200 West Pine Street Hattiesburg, MS 39401

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	OEM Serial #	Stops	Controller Manufacturer
Hydraulic	E1	MS000402	4	MCE

Scope of Work

Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union of Elevator Constructors ("Regular Time").

Parts Repair/Replacement
Service Activities also include the repair or replacement of only the following parts (using replacement parts of TK Elevator's choosing): motor brushes, operating-switch and relay components, plug-in relays and fuses (except main line disconnect). In order to qualify for repair or replacement under this Agreement such parts' repair or replacement must be necessitated solely by normal wear and tear and not a cause otherwise excluded elsewhere in this Agreement.

Service Activities Include TK Elevator's Maintenance Control Program
TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP takes into consideration the age and usage of the Unit(s). Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests
This Agreement also includes, "Service Requests" during Regular Time. Service Requests are defined as the dispatch of our technician to release any entrapped passengers from a Unit and/or to address adjustments to any of the parts listed under the section of this Agreement titled "Service Activities" so long as such adjustments are not otherwise excluded in this Agreement, take less than two (2) hours, excluding travel time and require, in TK Elevator's sole opinion, less than two (2) technicians to complete. Adjustments resulting from a Service Request that do not meet all three (3) conditions listed in the preceding sentence will be invoiced to Purchaser at our standard billing rates. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all material and labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

Equipment Type	Nickname	Covered Tests
Hydraulic	E1	annual safety tests

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.

Firefighters' Service Testing
Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

Exclusions

Service Activities, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any part or component or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). Any Service Request and Overtime Service Requests that are necessitated by, in whole or in part, the condition, operation and/or non-operation of parts that are "obsolete" (as that term is defined below) are also (a) excluded from this Agreement and (b) constitute Billable Work. On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

With the passage of time, equipment technology and designs will change. If, at any time under this Agreement, (1) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part shall be considered "obsolete", regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Moreover, if, at any time after the expiration of the initial term of this Agreement, (A) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (B) that part was either (i) installed or (ii) manufactured ten (10) or more years earlier, that part will also be considered "obsolete". You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal,

TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

The suite of services that you select, if any, from the attached MAX Exhibit and from the attached TK Elevator Communications Services Exhibit will hereinafter be referred to as the "Digital Service Package" and shall be (1) provided in accordance with the terms and conditions of both this Agreement and those found in those Exhibits and (2) billed as a separate line item from all other scopes of work specifically provided for by TK Elevator under this Agreement (the "TK Elevated Services").

Contract Term, Price & Payment

Term

This Agreement is effective for 36 months starting September 01, 2027 and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 36-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 36-month period or at least 90-Days before the end of any subsequent 36-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

If this Agreement is terminated before the end of either the initial or any subsequent 36-month period by either (A) TK Elevator for any breach by you or (B) by you for any reason other than our own default after you've provided any contractually-required notice and opportunity to cure, you agree as follows:

(i) That TK Elevator may declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the parties agree are a good faith estimate of TK Elevator's damages and not a penalty;
(ii) That you also agree to immediately pay to TK Elevator any promotional and/or volume-based discounts granted to you under this Agreement; and
(iii) That TK Elevator may also terminate our obligations under this Agreement.

You further agree that the rights and obligations in (i), (ii) and (iii) above are material conditions of this Agreement, are reasonable and necessary, are not subject to offset, dispute or reduction and that under such circumstances, TK Elevator also reserves all of its other rights under this Agreement and applicable law.

Price

The price for the Agreement shall be $186.00 per month, excluding taxes, payable annually in advance. The MAX Plus subscription listed in Exhibit A is an additional price of $14.00 per unit, per month which will be billed to you as a separate line item in your invoice. The attached Exhibit(s) include details regarding the Digital Service Package associated with this Agreement.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to semi-annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator related to your Unit(s) described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the Parties agree are a good faith estimate of TK Elevator's damages and not a penalty and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any

part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and any resulting costs or fees shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORTATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by us in the method, mode or manner of payment or any of our other rights under this Agreement shall not be construed as a waiver of any of our rights under this Agreement

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

City of Hattiesburg - Parking Garage (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Rebecca Ackers	(Signature of Branch Representative)
(Print or Type Name)	Michael Gayton General Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

197 Interstate Dr Ste B
Richland, MS 39218
601-664-0759

Thank you for choosing TK Elevator. We appreciate your business.

Amy Pooley

Customer Onboarding Form

1) To elect a Payment Frequency other than Annual:		Initial To Accept
Semi-Annual	3% Addition	
Quarterly	4% Addition	
Monthly	7% Addition	

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone: _____

Fax: _____

Email: _____

TAX STATUS:

Are you tax exempt? ☐

Exhibit A
MAX

MAX is TK Elevator's smart, machine learning Internet of Things ("IoT") solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a "Digital Service Package"), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment's operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed.

With MAX, we are able to offer the following Digital Service Packages with value-added features ("features") to your Agreement:

The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.

	MAX Plus	MAX Pro	MAX Premium
IoT Connected with MAX Virtual Coach MAX device connected to Tk Elevator's IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician's mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.	✓	✓	✓
Email Notifications Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.	✓	✓	✓
Web Portal & Mobile App Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.	✓	✓	✓
MAX Traffic Statistics Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal	✓	✓	✓
Real-Time Status and Failure Alerts Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.	✓	✓	✓
Auto Response / Dispatching As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.		✓	✓
No Charge Running on Arrival ("ROA") Guarantee Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.		✓	✓

	MAX Plus	MAX Pro	MAX Premium
MAX Team Monitoring The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.			✓
Predictive Intervention If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.			✓
Subscription Price per unit per month	**$14.00**	**$39.00**	**$95.00**

Current Digital Service Package
We have included the following Digital Service Package notated below for the selected Unit(s).

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium	Price
City of Hattiesburg- Parking Garage	Hydraulic	E1	4	Current Selection			$14.00

Price
In light of the selection in the chart above, you agree to an additional price of $14.00 per month which will be billed to you separately from the price of the Agreement (the "Digital Services Charge"). The cost of the selected Digital Service Package is not subject to any discounts. In addition to the monthly amount, the Digital Service Package selected below also requires a one-time activation and setup fee of $990.00. In the event that MAX Service subscriptions are removed, a $30.00 charge will be applied to each eligible unit and the price of this Agreement shall increase by $0.00 per month.

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion. The Digital Service Package noted above may be substituted for another package with thirty (30) days written notice.

Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
City of Hattiesburg- Parking Garage	Hydraulic	E1	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

Price
In light your selections in the chart above, you agree to an additional price of $0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the “TK Elevator Communications Services Charge”). The TK Elevator Communications Services Charge is not subject to any discounts

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service
If “Phone Monitoring” is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications’ call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis. Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

Terms and Conditions
Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____-_____

Fire Department: (_____) _____-_____

Special instructions/remarks:

_____

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Customer Portal & Mobile App setup form

Name:	Rebecca Ackers		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	6013294751		
Email:	rackers@hattiesburgms.com		
Subscribe to email notifications:	☐	☐	☐

Memorandum

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

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

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve the Federal Aviation Administration 3-28-0031-036-2026 Grant Agreement in the amount of $385,909 for the Hattiesburg Bobby L. Chain Municipal Airport Master Plan Update Project and authorize the Mayor to execute the same.**
File Number: 2026-622
Minute Book #

Summary
Approve and authorize the Mayor to execute Grant Agreement 3-28-0031-036-2026 between the City of Hattiesburg and the Federal Aviation Administration in the amount of $385,909 for the Hattiesburg Bobby L. Chain Municipal Airport Master Plan Update Project.

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southern Region Mississippi

Jackson Airports District Office 10 Canebrake Blvd., Suite 100 Flowood, MS 39232

July 10, 2026

The Honorable Toby Barker
Mayor, City of Hattiesburg, MS
mayor@hattiesburgms.com

Dear Mayor Barker:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-28-0031-036-2026 at Hattiesburg Bobby L Chain Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 07, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date. We will be monitoring your progress to ensure proper stewardship of these federal

funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. A SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Karayan Cole, (769) 268-6957, karayan.l.cole@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller

William J. Schuller
Acting Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 10, 2026
Airport/Planning Area	Hattiesburg Bobby L Chain Municipal Airport
Airport Grant Number	3-28-0031-036-2026
Unique Entity Identifier	N4XZJLJ9AVM1

TO: City of Hattiesburg, Mississippi
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 24, 2026, for a grant of federal funds for a project at or associated with the Hattiesburg Bobby L Chain Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hattiesburg Bobby L Chain Municipal Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan (ALP)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024

(Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $385,909.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $385,909 for planning
   $0 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before August 07, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

    a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

    b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

            a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 25, 2019, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

        ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

        iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Airport Layout Plan (ALP). The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

William J. Schuller

(Signature)

William J. Schuller

(Typed Name)

Acting Manager, FAA JAN ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Hattiesburg, Mississippi

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Hattiesburg**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 24, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve the MS Department of Public Safety, Office of Highway Safety FY2027 402 Police Traffic Services Grant Agreement in the amount of $21,500.00 and authorize the Mayor to execute the same.**
File Number: 2026-631
Minute Book #

Summary
FY2027 402 Police Traffic Services Grant Agreement in the amount of $21,500.00

Recommendation Statement
I recommend acknowledgment and approval of this Grant Agreement with the MS Department of Public Safety, Office of Highway Safety for FY2027.

Please place this on the August 4, 2026 City Council meeting for consideration.

FY27 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety
P.O. Box 958
Jakson, MS 39205

1.Sub-grantee's Name & Mailing Address: **City of Hattiesburg** **Hattiesburg Police Department** **701 James St.** **Hattiesburg, MS 39521** **Telephone Number: (601)544-7900** **E-Mail: gmtw@hattiesburgms.com**	2. Effective Date of Grant: **October 1, 2026** 3. Subgrant Number: **PT-2027-PT-21-51** 4. Grant Identifier (Funding Source & Year): **402 Police Traffic Services FY27** 5. Beginning and Ending Dates: **October 1, 2026 – September 30, 2027** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. ALN # - 20.600	8. UEI # - N4XZJL9AVM1	9. Congressional District: 4
10. A:FAIN #: 69A3752330000402OMS0 69A3752430000402OMS0 69A3752330SUP402OMS0 69A3752430SUP402OMS0	11.A: Initial Federal Award Date: 10/1/2022 & 10/1/2023	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes __X__ No Continuation Grant: X Yes ____ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%	
(1) Personal Services-Salary	**$21,500.00**	(1) Federal	**$21,500.00**			
(2) Personal Services-Fringe	**$0.00**	(2) State				
(3) Contractual Services	**$0.00**	(3) Local				
(4) Travel	**$0.00**	(4) Other				
(5) Equipment	**$0.00**	Total:	**$21,500.00**			
(6) Commodities	**$0.00**	**E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:**				
(7) Indirect Costs	**$0.00**	Number of Grants: 2	**402PT**	**154AL**		**TOTAL**
TOTAL	**$21,500.00**	TOTAL:	**$21,500.00**	**$102,971.96**		**$124,471.96**

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee: _____ Signature Date **Helen Porter, Office Director, MS Office of Highway Safety** _____ Signature Date **Joshua Bromen, Executive Director / Governor's Representative**	15. Approved for Sub-Grantee: 8/4/2026 _____ Signature Date **Name: Toby Barker** **Title: Mayor**

FY27 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY27.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part-time that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY27 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Hattiesburg/Hattiesburg Police Department

List the target(s) that the sub-grantee will accomplish during the FY27 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Hattiesburg Police Department** will reduce the number of unbelted fatalities from **2** in 2023 to **1** by the end of 2027.

The jurisdiction/agency of **Hattiesburg Police Department** will reduce the number of unbelted injuries from **26** in 2023 to **20** by the end of 2027.

The jurisdiction/agency of **Hattiesburg Department** will reduce the number of speed fatalities from **1** in 2022 to **0** by the end of 2027

The jurisdiction/agency of **Hattiesburg Police Department** will reduce the number of speed injuries from **54** in 2023 to **40** by the end of 2027.

Performance Measures:

Increase the number of grant funded Seatbelt citations from **0** in FY25 to **100** in FY27.

Increase the number of grant funded Child Restraint citations from **0** in FY25 to **15** in FY27.

Increase the number of grant funded Speed citations from **0** in FY25 to **300** in FY27.

Strategies:
Overtime Enforcement
2 Checkpoints
20 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day
Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY27 MOHS TASKS BY QUARTERS

Agency Name: City of Hattiesburg/ Hattiesburg Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than **0** checkpoints during quarter.

Conduct not less than **5** saturation patrols during quarter.

Issue a minimum of **25** Seat Belt citations during quarter, to reach a goal of **100** for FY2027.

Issue a minimum of **3** Child Restraint citations during quarter, to reach a goal of **15** for FY2027.

Issue a minimum of **75** Speed citations during quarter, to reach a goal of **300** for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: $5,375.00

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Bay. St. Louis/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than **1** checkpoints during quarter.

Conduct not less than **5** saturation patrols during quarter.

Issue a minimum of **25** Seat Belt citations during quarter, to reach a goal of **100** for FY2027.

Issue a minimum of **4** Child Restraint citations during quarter, to reach a goal of **15** for FY2027.

Issue a minimum of **75** Speed citations during quarter, to reach a goal of **300** for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: $5,375.00

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **1** checkpoints during quarter. Conduct not less than **5** saturation patrols during quarter. Issue a minimum of **25** Seat Belt citations during quarter, to reach a goal of **100** for FY2027. Issue a minimum of **4** Child Restraint citations during quarter, to reach a goal of **15** for FY2027. Issue a minimum of **75** Speed citations during quarter, to reach a goal of **300** for FY2027. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) . Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 3rd Quarter: $5,375.00

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/ Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than **0** checkpoints during quarter. Conduct not less than **5** saturation patrols during quarter. Issue a minimum of **25** Seat Belt citations during quarter, to reach a goal of **100** for FY2027. Issue a minimum of **4** Child Restraint citations during quarter, to reach a goal of **15** for FY2027. Issue a minimum of **75** Speed citations during quarter, to reach a goal of **300** for FY2027. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 4th Quarter: $5,375.00

FY27 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg/Hattiesburg Police Department			
2. Subgrant Number: PT-2027-PT-21-51	3. Grant ID: 402 Police Traffic Services FY27	4. Beginning: October 1, 2026	5. Ending: September 30, 2027
6. Activity: Police Traffic Services Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers Overtime or Regular Time above and beyond normal work hours @ approx. $43.00 per hour X @ approx. 500 hrs. = **$21,500.00** **Total Salaries: $21,500.00**	**$21,500.00**		**$21,500.00**
TOTALS		**$21,500.00**		**$21,500.00**

FY27 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of $10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.

- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.

- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

- No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st.** Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.

- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
- Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
- Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
- MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.

C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.

E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.

H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
   - Seat belt policy (Must Retain a Copy);
   - Warning citation policy (If Applicable);
   - Pursuit policy (Must Retain a Copy);
   - Checkpoint policy (If Applicable);
   - Saturation patrol policy (If Applicable); and
   - DUI enforcement policy (If Applicable)
   - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.

L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
- Alcohol testing
- Mobile video systems

M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:
- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures
- Desk
- Chair
- Table
- Shelving
- Coat Rack
- Credenza
- Bookcase
- Filing Cabinet
- Floor covering
- Office Planter
- Storage Cabinet
- Portable Partition
- Picture, Wall Clock
- Draperies & Hardware
- Fixed Lighting/Lamp

- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:
- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs(tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are ***not*** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252)
Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.
THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)
Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.)* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)
Prohibit discrimination on the basis of sex.
SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.)*
As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.
THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.)*
Prohibits discrimination on the basis of age.
THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)
Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.
TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)
Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause, "During the performance of this contract/funding agreement, the contractor/funding recipient agrees":

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions</u>

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Instructions for Lower Tier Certification</u>

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions</u>

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.

b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
   - Unusual incidents of alcohol/ drug related crashes/fatalities
   - Alcohol/ drug impaired driving violations
   - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
   - Any other documented alcohol/ drug related vehicular incidents
   - Citation data related to restrained and unrestrained occupants

- Unusual incidents of unbelted crashes/fatalities
- Seatbelt/Child restraint violations
- Unusual incidents of teen crashes/fatalities
- Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),
and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

- Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

- Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober of Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's
National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.

- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day
State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance
(Applies only to Law Enforcement Liaison Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $1,000,000.* A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year <u>is required</u> to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted**. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Hattiesburg **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

	8/4/26
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Toby Barker	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Hattiesburg **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

	8/4/26
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Toby Barker	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City Council of the City of Hattiesburg
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Funding Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City Council of the City of Hattiesburg
(Governing Body of Unit of Government)

IN THE JURISDICTION Hattiesburg **MISSISSIPPI, THIS** 4th **Day of** August **, 20** 26 **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Mayor Toby Barker is authorized to accept, on behalf of the Sub-Grantee,
   (Name and Title of Representative)
   an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of $ 21,500.00 to be made to the Sub-Grantee defraying the cost of the
   (Federal Dollar Requested)
   project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Mayor Toby Barker
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____ **Seal** **(City/County Seal is required)**

Attest By: _____

Title: _____

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the

(agency/department name) City of Hattiesburg has authorized and approved

(print designated secondary signatory official name) Lisa Hanson to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Lisa Hanson Title: Comptroller
(Designated Secondary Signatory Official)

Organization Name: City of Hattiesburg

Mailing Address: P.O. Box 1898

City: Hattiesburg Zip Code: 39403-1898

Telephone Number: ( ) 601-554-1034 Cellular Number: ( )

Email Address: lhanson@hattiesburgms.com

Signature of Designated Secondary Signatory Official: Lisa Hanson

Appointed by Authorizing Official: Toby Barker Date: 8/4/2026
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: Title: Mayor
(Authorizing Official)

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

	8/4/2026
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Toby Barker	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

July 15, 2026

Toby Barker, Mayor
City of Hattiesburg
Hattiesburg Police Department
701 James St.
Hattiesburg, MS 39521

Project Number: PT-2027-PT-21-51
Funding Source and Title: 402 Police Traffic Services FY27

Dear Mayor Barker:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Hattiesburg Police Department Grant Agreement for the Fiscal Year 2027. Your agency has been approved for **402 Police Traffic Services** funding, in the amount of **$21,500.00**, pending final review and approval by NHTSA of the FY27 Annual Grant Application.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.), the PSP Executive Director/Governor's Representative and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY27 grant activities begin October 1, 2026 and must be concluded by September 30, 2027. In addition, the FY27 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2027.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY27. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 28, 2026**. Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees (PI&E and Enforcement grants)
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures (PI&E and Enforcement grants)
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2026–September 30, 2027)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director of Programs
P.O. Box 958
Jackson, Mississippi 39205

Please feel free to contact me at 601-987-9513 or lnoel@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Lekisha Noel

Lekisha Noel
Occupant Protection/Police Traffic Service
Division Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve the MS Department of Public Safety, Office of Highway Safety FY2027 154 Alcohol Grant Agreement in the amount of $102,971.96 and authorize the Mayor to execute the same.**
File Number: 2026-630
Minute Book #

Summary
FY2027 154 Alcohol Grant Agreement in the amount of $102,971.96

Recommendation Statement
I recommend acknowledgment and approval of this Grant Agreement with the MS Department of Public Safety, Office of Highway Safety for FY2027.

Please place this on the August 4, 2026 City Council meeting for consideration.

FY27 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety
P.O. Box 958
Jackson, MS 39205

1. Sub-grantee's Name & Mailing Address: **City of Hattiesburg** **Hattiesburg Police Department** **701 James Street** **Hattiesburg, MS 39401** Telephone Number: (601)544-7900 E-Mail: gmtw@hattiesburgms.com	2. Effective Date of Grant: **October 1, 2026** 3. Subgrant Number: **ENF_AL-2027-ST-21-51** 4. Grant Identifier (Funding Source & Year): **154 Alcohol FY27** 5. Beginning and Ending Dates: **October 1, 2026 – September 30, 2027** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. ALN # - 20.607	8. UEI # - N4XZJLJ9AVM1	9. Congressional District: 04
10. A:FAIN #: 69A37523300001540MSA 69A37524300001540MSA	11.A: Initial Federal Award Date: 10/01/2022 10/01/2023	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes __X__ No Continuation Grant: __X__ Yes ____ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%	
(1) Personal Services-Salary	$102,971.96	(1) Federal	$102,971.96			
(2) Personal Services-Fringe	$0.00	(2) State				
(3) Contractual Services	$0.00	(3) Local				
(4) Travel	$0.00	(4) Other				
(5) Equipment	$0.00	Total:	$102,971.96			
(6) Commodities	$0.00	**E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:**				
(7) Indirect Costs	$0.00	Number of Grants: 02	**154AL**	**402PT**		**TOTAL**
TOTAL	**$102,971.96**	**TOTAL:**	**$102,971.96**	**$21,500.00**		**$124,471.96**

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee: _____ Signature Date **Helen Porter, Office Director, MS Office of Highway Safety** _____ Signature Date **Joshua Bromen, Executive Director / Governor's Representative**	15. Approved for Sub-Grantee: 8/4/2026 _____ Signature Date **Name: Toby Barker** **Title: Mayor, City of Hattiesburg**

FY27 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY27.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time and full-time), that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY27 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Hattiesburg/Hattiesburg Police Department

List the target(s) that the sub-grantee will accomplish during the FY27 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):
The jurisdiction/agency of **Hattiesburg Police Department** will reduce the number of alcohol related fatalities from **2** in 2023 to **1** by the end of 2027.

The jurisdiction/agency of **Hattiesburg Police Department** will reduce the number of alcohol related injuries from **11** in 2023 to **09** by the end of 2027.

Performance Measures:
Increase the number of grant funded DUI Arrest from **109** in FY25 to **160** in FY27.

Strategies:
Select or Hire Individual Officers
Overtime Enforcement
2 Alcohol Presentations
6 Checkpoints
10 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced DUI enforcement:
Drive Sober or Get Pulled Over – Christmas/New Year's
Drive Sober or Get Pulled Over – Labor Day
Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY27 MOHS TASKS BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Conduct not less than **2** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **40** DUI Arrest during quarter, to reach a goal of **160** for FY2027. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 1st Quarter: $25,742.99

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than **1** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **40** DUI Arrest during quarter, to reach a goal of **160** for FY2027. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 2nd Quarter: $25,742.99

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **2** checkpoints during quarter. Conduct not less than **2** saturation patrols during quarter. Issue a minimum of **40** DUI Arrest during quarter, to reach a goal of **160** for FY2027. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 3rd Quarter: $25,742.99

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than **1** checkpoints during quarter. Conduct not less than **2** saturation patrols during quarter. Issue a minimum of **40** DUI Arrest during quarter, to reach a goal of **160** for FY2027. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 4th Quarter: $25,742.99

FY27 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg/Hattiesburg Police Department			
2. Subgrant Number: ENF_AL-2027-ST-21-51	3. Grant ID: 154 Alcohol FY27	4. Beginning: October 1, 2026	5. Ending: September 30, 2027
6. Activity: DUI Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. $28.61 per hour X @ approx. 2236 hrs = **$63,971.96** Officers over-time or regular time above and beyond normal work hours @ approx. $39.00 per hour X @ approx 1000 hrs = **$39,000.00** **Total Salaries = $102,971.96**	**$102,971.96**		**$102,971.96**

TOTALS	**$102,971.96**	**$0.00**	**$102,971.96**

FY27 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees(no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of $10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.

- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.

- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

- No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st.** Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.

- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
- Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
- Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
- MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.

C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.

E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.

H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.

L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
- Alcohol testing
- Mobile video systems

M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:
- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures
- Desk
- Chair
- Table
- Shelving
- Coat Rack
- Credenza
- Bookcase
- Filing Cabinet
- Floor covering
- Office Planter
- Storage Cabinet
- Portable Partition
- Picture, Wall Clock
- Draperies & Hardware
- Fixed Lighting/Lamp

- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:
- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs(tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are ***not*** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252)
Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.
THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)
Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.)* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)
Prohibit discrimination on the basis of sex.
SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.)*
As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.
THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.)*
Prohibits discrimination on the basis of age.
THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)
Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.
TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)
Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause,

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees":

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into

this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions</u>

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.

b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
   - Unusual incidents of alcohol/ drug related crashes/fatalities
   - Alcohol/ drug impaired driving violations
   - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
   - Any other documented alcohol/ drug related vehicular incidents
   - Citation data related to restrained and unrestrained occupants
   - Unusual incidents of unbelted crashes/fatalities

- Seatbelt/Child restraint violations
- Unusual incidents of teen crashes/fatalities
- Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),
and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

- Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

- Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober of Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's
National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.

- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day
State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance
(Applies only to Law Enforcement Liaison Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $1,000,000.* A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year <u>is required</u> to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted**. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Hattiesburg **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

	8/04/2026
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Toby Barker	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Hattiesburg **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

	8/4/2026
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Toby Barker	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City Council of the City of Hattiesburg
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Funding Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City Council of the City of Hattiesburg
(Governing Body of Unit of Government)

IN THE JURISDICTION Hattiesburg **MISSISSIPPI, THIS** 4th **Day of** August **, 20**26 **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Mayor Toby Barker (Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of $ 102,971.96 (Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Mayor Toby Barker
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____ **Seal (City/County Seal is required)**

Attest By: _____

Title: _____

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the

(agency/department name) City of Hattiesburg has authorized and approved

(print designated secondary signatory official name) Lisa Hanson to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Lisa Hanson Title: Comptroller
(Designated Secondary Signatory Official)

Organization Name: City of Hattiesburg

Mailing Address: P.O. Box 1898

City: Hattiesburg Zip Code: 39403-1898

Telephone Number: ( ) 601-554-1034 Cellular Number: ( )

Email Address: lhanson@hattiesburgms.com

Signature of Designated Secondary Signatory Official: Lisa Hanson

Appointed by Authorizing Official: Toby Barker Date: 8/4/2026
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: Title: Mayor
(Authorizing Official)

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

	8/4/2026
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Toby Barker	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

July 15, 2026

Toby Barker, Mayor
City of Hattiesburg
Hattiesburg Police Department
P.O. Box 1898
Hattiesburg, MS 39401

Project Number: **ENF_AL-2027-ST-21-51**
Funding Source and Title: **154 Alcohol FY27**

Dear Mayor Barker:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Hattiesburg Police Department** Grant Agreement for the Fiscal Year 2027. Your agency has been approved for **154 Alcohol** funding, in the amount of **$102,971.96**, pending final review and approval by NHTSA of the FY27 Annual Grant Application.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.), the PSP Executive Director/Governor's Representative and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY27 grant activities begin October 1, 2026 and must be concluded by September 30, 2027. In addition, the FY26 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2027.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY26. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 28, 2026**. Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees (PI&E and Enforcement grants)
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures (PI&E and Enforcement grants)
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2026–September 30, 2027)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director of Programs
P.O. Box 958
Jackson, Mississippi 39205

Please feel free to contact Princella Henry, Impaired Driving Division Director at 601-987-9516 or PHenry@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,
Princella Henry
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Memorandum

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

From: **Sylvester London, Division Manager**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, August 4, 2026**

Re: **Acknowledge receipt of the Two-Quote Docket.**
File Number: 2026-637
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of June 27, 2026 through July 24, 2026, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) if the Mississippi Code

Recommendation Statement

Attached is the unadvertised bid docket for the period of June 27, 2026 through July 24, 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 August 4, 2026 City Council meeting for consideration.

	A	B	C	D
1	SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
2				
3	LESLIE'S POOLMART INC	2603712	$ 8,325.99	VERNON DAHMER POOL PUMB
4	WATER PRO		$ 10,788.00	
5				
6	MAJOR DRIP APPAREL	2603962	$ 7,680.00	YOUTH FOOT BALL JERSEYS 2026
7	KROWN USA INC		$ 8,160.00	
8	PLAY IT AGAIN SPORTS		$ 11,680.00	
9				
10	MAJOR DRIP APPAREL	2603964	$ 6,600.00	YOUTH CHEER UNIFORM 2026
11	KROWN USA INC		$ 4,800.00	(NO BLOOMERS)
12	CHAMPION TEAMWEAR		$ 10,080.00	

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603712

ITEM VERNON DAHMER POOL PUMP

BID #1

WINNING LESLIE'S POOLMART INC

BID AMOUNT $8,325.99

BID #2

COMPANY WATER PRO

BID

AMOUNT $10,788.00

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

BID #5

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02603712**

Purchase Order Date **07/01/2026**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1020
315 Conti St
Hattiesburg, MS 39401

Vendor 52453
LESLIE'S POOLMART INC
PO BOX 7411789
CHICAGO, IL 60674-1789

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	RKROSCHEL@LESL.COM	52453	2603258	Luisa Alejo	

NOTES

TWO QUOTE: VERNON DAHMER POOL PUMP

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PEN EQK 1000 10HP 3PH PUMP		1.0000	EACH	$8,275.9900	$8,275.99
	GL #: 002300 - 638000	$8,275.99				
2	FREIGHT		1.0000	EACH	$50.0000	$50.00
	GL #: 002300 - 638000	$50.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamesa Eaton
City Clerk

Total Ext. Price $8,325.99

Purchase Order Total $8,325.99

HATTIESBURG, MS #919
24 CROSS CREEK PKWY STE 88

HATTIESBURG, MS 39402-4410
Phone # : (601) 579-0300
Fax #...: (601) 579-0320

LESLIE'S PRO

QUOTE

Quote #: 767878 **Quote Name:** CITY OF HATTIESBURG
Customer: CITY OF HATTIESBURG

Date.....: 6/30/26
Customer #: 31732565

Billing Address:
PO BOX 1898
HATTIESBURG MS, 39403-1898

Shipping Address:
300 N 12TH AVE
HATTIESBURG MS, 39401-4170

Contact..: BETSY
Phone....: ( ) - **Email.:** RKROSCHEL@LESL.COM Page: 1

Line #	Item #	Item Description	Qty	Unit Price	Ext Price
1	84474	PEN EQK1000 10HP 3PH PUMP	1	8275.99	8,275.99
2	99660	QUOTED FREIGHT-CALL CP X.3333	1	50.00	50.00

To Approve: Sign and Email to Rich Kroschel rkroschel@lesl.com
For Question please call (602)734-2327
Signature...: _____ Date: _____

Print Name: _____

Sub-Total..:	8,275.99
Freight.....:	50.00
Tax.....:	.00
Labor.....:	.00
Total.....:	**8,325.99**

___ IF A CONTRACT IS REQUIRED TO COMPLETE JOB, THE COMPANY NEEDS TO APPROVE CONTRACT PRIOR TO JOB START DATE.
___ INVOICES IN EXCESS OF $1,000 ARE SUBJECT TO A DOWN PAYMENT

THIS QUOTE IS MADE AS OF THE DATE SET FORTH ABOVE AND IS VALID FOR THIRTY (30) DAYS. UPON EXPIRATION OF THE 30 DAY PERIOD, PRICING AND OTHER COMPONENTS OF THE QUOTE ARE SUBJECT TO CHANGE. LESLIE'S RESERVES THE RIGHT TO MAKE ADJUSTMENTS IN FULL OR IN PART TO THE QUOTE FOR VARIOUS REASONS INCLUDING, BUT NOT LIMITED TO, CHANGING MARKET CONDITIONS, PRODUCT AND SERVICE DISCONTINUATION OR AVAILABILITY, MANUFACTURER PRICE CHANGES, ERRORS IN ADVERTISEMENTS OR QUOTES, OR STATE OR FEDERAL TAX CHANGES. LESLIE'S REQUIRES PAYMENT IN FULL ON ANY ORDER PRIOR TO ORDERING PARTS OR OUT-OF-STOCK ITEMS. UNLESS NOTED ABOVE, THIS QUOTE DOES NOT INCLUDE CHARGES FOR FREIGHT, MEDIA (I.E., SAND, SALT OR DIATOMACEOUS EARTH), OR INSTALLATION. LESLIE'S DOES NOT CERTIFY NOR WARRANT THE CONDITION OF OWNER'S POOL OR EQUIPMENT. IT IS THE RESPONSIBILITY OF THE POOL OWNER/OPERATOR TO MAINTAIN THEIR POOL ACCORDING TO ALL STATE AND LOCAL HEALTH CODE STANDARDS AND REGULATIONS.

We look forward to working with you soon.

RECEIVED
JUN 30 2026
AWARDED

Water Pro
PO Box 1021
Hattiesburg, MS 39403 US

Estimate 1441

ADDRESS
Vernon Dahmer Pool

DATE	TOTAL	EXPIRATION DATE
06/08/2026	$10,788.00	06/15/2026

DESCRIPTION	QTY	RATE	AMOUNT
Pentair EQ Series 10 HP Pump	1	10,113.00	10,113.00
Labor for Installation	~~1~~	~~675.00~~	~~675.00~~

** PLEASE NOTE **

Due to the fluctuation in prices of materials, equipment and/or labor, all estimates are good for only 30 days from the date sent.

SUBTOTAL	10,788.00
TAX	0.00
TOTAL	$10,788.00

THANK YOU.

Accepted By

Accepted Date

Thank you for your business!

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603962

ITEM YOUTH FOOTBALL JERSEYS 2026

BID #1

WINNING MAJOR DRIP APPAREL

BID AMOUNT $7,680.00 160 @ $24 (JERSEYS) 160 @ $24 (PANTS)

BID #2

COMPANY KROWN USA INC

BID

AMOUNT $8,160.00 160 @ $25 (JERSEYS) 160 @ $26 (PANTS)

BID #3

COMPANY PLAY IT AGAIN SPORTS

BID AMOUNT $11,680.00 160 @ $26 (JERSEYS) 160 @ $48 (PANTS)

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02603962**

Purchase Order Date **07/20/2026**

Department **PARKS & REC ADMIN**

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1020
315 Conti St
Hattiesburg, MS 39401

FID 64-6000432

Vendor 52477
MAJOR DRIP APPAREL
109 SCOTTDALE DR
JACKSON, MS 39212-5905

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-447-2125	MAJORDRIPATHLETICS@GMAIL.COM	52477	2603461	Luisa Alejo	

NOTES

TWO QUOTE - YOUTH FOOTBALL JERSEYS 2026

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	YOUTH FOOTBALL JERSEYS		160.0000	EACH	$24.0000	$3,840.00
	GL #: 002315 - 551000	$3,840.00				
2	YOUTH FOOTBALL PANTS		160.0000	EACH	$24.0000	$3,840.00
	GL #: 002315 - 551000	$3,840.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamesa Eaton
City Clerk

Total Ext. Price $7,680.00

Purchase Order Total $7,680.00

London, Sylvester

From: Kiery Stribling <majordripathletics@gmail.com>
Sent: Friday, July 10, 2026 6:54 PM
To: London, Sylvester; twoquote
Subject: Re: Hattiesburg Recreational x Major drip uniform Bid

Requested_Bid_Cheer_2026_Fillable.pdf

Requested BidJerseys2026.pdf

On Thu, Jul 9, 2026 at 7:33 AM Kiery Stribling <majordripathletics@gmail.com> wrote:

PARKS & RECREATION

REQUESTED BID: PARKS AND RECREATION
PROJECT: JERSEY UNIFORM FOR PARKS AND RECREATION YOUTH FOOTBALL LEAGUE

Request: July 7, 2026
Quote Due: July 13, 2025 by 5:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com , and Twoquote@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

Payment terms are set by the State of Mississippi Purchasing Laws: Payment will be made within 45 days of receipt of invoice and signed by the approved department requesting the quote.

SPECIFICATIONS FOR QUANTITY AND DESIGN:

Football Uniform Pricing: set pricing for range of 120 -160 total uniform packages.
Vendor must guarantee delivery within 3 weeks of received purchase order.
Sizing: vendor must ensure all sizes for jerseys and pants, range of YXS - YXXL and adult sizes ranging AS – AXXXL. Pants must include pads.

Vendor must include proof of design with quote. Quoted price cannot change when alterations are made to proposed uniform, this may include changes to text, font, or uniform color. It will not include additional design, decal or custom order images.

Team Name: "Tigers"
Team Colors: Purple, Gold, White, Black
Age of Players: 5-12
Last Name: Written Across Back Shoulders
(If including names on the back of a jersey is a separate price, please include price with and without names)
Numbers: Included on Front Chest & Back Center

Awarded vendor will be required to provide uniform for fittings.

$24 _____ COST PER JERSEY $24 _____ COST PER PANT

$48 TOTAL COST PER UNIFORM SET (MAX 175 ITEM ORDER)

Major drip athletics Vendor

Kiery Stribling Submitted By (Name)

7/7/26 Date

Questions related to this project should be directed via e-mail to Richard Godoy, Youth Sports Coordinator, Rgodoy@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.



London, Sylvester

From: Alex @ Krown Sports <alex@krownsports.com>
Sent: Wednesday, July 8, 2026 9:39 AM
To: London, Sylvester; twoquote; AJ @ Krown Sports
Subject: City of Hattiesburg Parks & Recreation Quote
Attachments: A-9245 City of Hattiesburg Football Reversible Package 2026.jpg; A-9245 City of Hattiesburg Football Reversible Package 2026 2.jpg; A-9247 City Of Hattiesburg Cheer Package 2026.jpg; Hattiesburg Bid form.pdf

Hi,

This is Alex from Krown Sports. Mr AJ visited you a couple of days ago. We are a Georgia-based company with 30 years of experience, and we appreciate the opportunity to submit a bid for your uniforms.

Please find the requested bid forms and designs attached. Feel free to reach out if you have any questions or need further information.

Thank you,
Alex

Alex Javaid
Krown Sports
404-377-8181 - Office
678-650-3007 - Cell
KrownSports.com

13th

$25 x 160 = $4,000
26 x 160 = $4,160
$8,160

PARKS & RECREATION

REQUESTED BID: PARKS AND RECREATION
PROJECT: JERSEY UNIFORM FOR PARKS AND RECREATION YOUTH FOOTBALL LEAGUE

Request: July 7, 2026
Quote Due: July 13, 2025 by 5:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

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Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com , and Twoquote@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

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Age of Players: 5-12
Last Name: Written Across Back Shoulders
(If including names on the back of a jersey is a separate price, please include price with and without names)
Numbers: Included on Front Chest & Back Center

Awarded vendor will be required to provide uniform for fittings.

$25.00 COST PER JERSEY $26.00 COST PER PANT

$30.00 (Reversible Jersey)

$51.00 TOTAL COST PER UNIFORM SET (MAX 175 ITEM ORDER)

Krown USA INC Vendor

AJ  Submitted By (Name)

07-07-2026 Date

Questions related to this project should be directed via e-mail to Richard Godoy, Youth Sports Coordinator, Rgodoy@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

London, Sylvester

From: Play It Again Sports - Hattiesburg <pias11471@yahoo.com>
Sent: Friday, July 10, 2026 4:42 PM
To: London, Sylvester; twoquote
Subject: Play It Again Sports Football Quote
Attachments: HPR 2026 Football Bid .pdf

This is Jason with Play It Again Sports Hattiesburg. Attached is our quote for the 2026 season. Thank you very much, Jason

"We buy quality used sporting goods and fitness equipment everyday. Bring us your used gear and SAVE MONEY!"

Play It Again Sports
4400 Hardy Street, Suite A-12
Hattiesburg, MS 39402
Phone: (601) 268-8941
Fax: (601) 268-8917
http://www.playitagainsportshattiesburg.com

Promotional Items Now Available
https://playitagainsports.espwebsite.com/

26 x 160 = $4000
48 x 160 = $7680
$11,680

PARKS & RECREATION

REQUESTED BID: PARKS AND RECREATION
PROJECT: JERSEY UNIFORM FOR PARKS AND RECREATION YOUTH FOOTBALL LEAGUE

Request: July 7, 2026
Quote Due: July 13, 2025 by 5:00 pm

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Team Colors: Purple, Gold, White, Black
Age of Players: 5-12
Last Name: Written Across Back Shoulders
(If including names on the back of a jersey is a separate price, please include price with and without names)
Numbers: Included on Front Chest & Back Center

Awarded vendor will be required to provide uniform for fittings.

Non Dazzle $23.00 _____ Dazzle $26 _____ COST PER JERSEY

$48 _____ COST PER PANT

w non Dazzle $71 | w Dazzle pants $74 — TOTAL COST PER UNIFORM SET (MAX 175 ITEM ORDER)

Play It Again Sports — Vendor

Jason Tawwater — Submitted By (Name)

7/10/2026 — Date

Questions related to this project should be directed via e-mail to Richard Godoy, Youth Sports Coordinator, Rgodoy@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

CHAMPRO

ART PROOF

Please inquire if jersey complies with NFHS standards.

9de0135f-4c0a-4eed-b7d8-383ae7d62a76

ORDER

CB: 275476373 / ID: 275479783
CUSTOMER: AR-000119
SO:
LEAD TIME: Juice Standard
TICKET:
PO:

PRODUCT SPECIFICATIONS

PRODUCT NAME: JUICE E-FLEX JERSEY WITH LINEMAN CUT SLEEVES
MASTER/SKU: JFJ27
DESIGN: TACKLE / J-0030
FABRIC: FLEX DAZZLE

COLORS & PATTERNS

LOCATION 1: Fill color
Fill color: PURPLE

LOCATION 2: Fill color
Fill color: WHITE

LOCATION 3: Fill color
Fill color: GOLD

LOCATION 4: Fill color
Fill color: BLACK

LOCATION 5: Fill color
Fill color: BLACK



Illustration proportions based on Adult Medium size.
Please inquire if jersey complies with NFHS standards.

NAMES/NUMBERS

Team Name
Type: Team Name
Text: Tigers
Font: Varsity
Size: 3"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

Front Number
Location: Front
Type: Number
Text: 00
Font: Varsity
Size: 6"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

Back Number
Location: Back
Type: Number
Text: 00
Font: Varsity
Size: 8"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

Player Name
Type: Name
Text: PLAYER NAME
Font: Varsity
Size: 2.5"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

LOGOS/FLAGS

Decoration proportions based on Adult Medium size. All information and images must be checked for complete accuracy before approving. All information on this proof will be considered correct after approval is received. Due to variances in monitor displays, this proof can only be used as a likeness of uniform style, artwork location and color. This proof can not be used for color reference. Art Charges apply for custom designs and/or in-house artwork. Please contact customer service for details.

CHAMPRO

ART PROOF

Please inquire if jersey complies with NFHS standards.

9de0135f-4c0a-4eed-b7d8-383ae7d62a76

ORDER

CB: 275476373 / ID: 275479783
CUSTOMER: AR-000119
SO:
LEAD TIME: Juice Standard
TICKET:
PO:

PRODUCT SPECIFICATIONS

PRODUCT NAME: JUICE E-FLEX JERSEY WITH LINEMAN CUT SLEEVES
MASTER/SKU: JFJ27
DESIGN: TACKLE / J-0030
FABRIC: FLEX DAZZLE

COLORS & PATTERNS

LOCATION 1: Fill color
Fill color: PURPLE

LOCATION 2: Fill color
Fill color: WHITE

LOCATION 3: Fill color
Fill color: GOLD

LOCATION 4: Fill color
Fill color: BLACK

LOCATION 5: Fill color
Fill color: BLACK



Illustration proportions based on Adult Medium size.
Please inquire if jersey complies with NFHS standards.

NAMES/NUMBERS

Team Name
Type: Team Name
Text: Tigers
Font: Varsity
Size: 3"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

Front Number
Location: Front
Type: Number
Text: 00
Font: Varsity
Size: 6"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

Back Number
Location: Back
Type: Number
Text: 00
Font: Varsity
Size: 8"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

Player Name
Type: Name
Text: PLAYER NAME
Font: Varsity
Size: 2.5"
Fill: WHITE
Outline 1: BLACK
Outline 2: GOLD

LOGOS/FLAGS

Decoration proportions based on Adult Medium size. All information and images must be checked for complete accuracy before approving. All information on this proof will be considered correct after approval is received. Due to variances in monitor displays, this proof can only be used as a likeness of uniform style, artwork location and color. This proof can not be used for color reference. Art Charges apply for custom designs and/or in-house artwork. Please contact customer service for details.

Champro Safety Pant with Pants $21 youth sizes and $24 Adult sizes (Comes in White and black option)

Champro Terminated 3.0 Dazzle Game Pant Option $25 youth sizes and $28 Adult sizes (Comes in Purple, Black, White, Gold)

TERMINATOR 3 INTEGRATED FOOTBALL PANT W/BUILT-IN PADS

FPU29

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603964

ITEM YOUTH CHEER UNIFORM 2026

BID #1

WINNING MAJOR DRIP APPAREL

BID AMOUNT $6,600.00 120 @ $27.50 (BOTTOMS) 120 @ $27.50 (TOPS)

BID #2

COMPANY KROWN USA INC

BID

AMOUNT $4,800.00 120 @ $40 (TOPS/BOTTOMS) (NO BLOOMERS)

BID #3

COMPANY CHAMPION TEAMWEAR

BID AMOUNT $10,080.00 120 @ $41 (BOTTOMS) 120 @ $43 (TOPS)

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 **02603964**

Purchase Order Date **07/20/2026**

Department **PARKS & REC ADMIN**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1020
315 Conti St
Hattiesburg, MS 39401

Vendor 52477
MAJOR DRIP APPAREL
109 SCOTTDALE DR
JACKSON, MS 39212-5905

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-447-2125	MAJORDRIPATHLETICS@GMAIL.COM	52477	2603467	Luisa Alejo	

NOTES

TWO QUOTE - YOUTH CHEER UNIFORM 2026

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CHEER UNIFORM BOTTOMS		120.0000	EACH	$27.5000	$3,300.00
	GL #: 002315 - 551000	$3,300.00				
2	CHEER UNIFORM TOP		120.0000	EACH	$27.5000	$3,300.00
	GL #: 002315 - 551000	$3,300.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kimmara Eaton
City Clerk

Total Ext. Price $6,600.00

Purchase Order Total $6,600.00

London, Sylvester

From: Kiery Stribling <majordripathletics@gmail.com>
Sent: Friday, July 10, 2026 6:54 PM
To: London, Sylvester; twoquote
Subject: Re: Hattiesburg Recreational x Major drip uniform Bid

Requested_Bid_Cheer_2026_Fillable.pdf

Requested BidJerseys2026.pdf

On Thu, Jul 9, 2026 at 7:33 AM Kiery Stribling <majordripathletics@gmail.com> wrote:

PARKS & RECREATION

REQUESTED BID: PARKS AND RECREATION
PROJECT: CHEER UNIFORM FOR PARKS AND RECREATION YOUTH CHEER PROGRAM

Request: July 7, 2026
Quote Due: July 13, 2025 by 5:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com ,and Twoquote@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

Payment terms are set by the State of Mississippi Purchasing Laws: Payment will be made within 45 days of receipt of invoice and signed by the approved department requesting the quote.

SPECIFICATIONS FOR QUANTITY AND DESIGN:

Cheer Uniform Pricing: set pricing for range of 100-120 total uniform packages.
Vendor must guarantee delivery within 3 weeks of received purchase order.

Sizing: vendor must ensure all sizes for Tops and Bottoms, range of YXS - YXXL and adult sizes ranging AS – AXXXL. Cheer Bottoms must include bloomers built in.

Vendor must include proof of design with quote. Quoted price cannot change when alterations are made to proposed uniform, this may include changes to text, font, or uniform color. It will not include additional design, decal or custom order images.

Team Name: "Tigers"
Team Colors: Purple, Gold, White, Black
Age of Players: 5-12

Awarded vendor will be required to provide uniform for fittings.

$27.50 COST PER JERSEY $27.50 COST PER PANT

$55 TOTAL COST PER UNIFORM SET (MAX 175 ITEM ORDER)

Major drip athletics Vendor

Kiery Stribling Submitted By (Name)

7/7/26 Date

Questions related to this project should be directed via e-mail to Richard Godoy, Youth Sports Coordinator, Rgodoy@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.




MAJOR DRIP ATHLETICS
CHEER UNIFORM PACKAGES
PACKAGE 1
PACKAGE 2
PACKAGE 3
MAJOR DRIP
Major Drip
CHEER
CHEER UN
SUBLIMA
TOP / BOTT
STARTING AT
$55
TACKLE T
TOP / BOTT
STARTING AT
$65
FULLY CUSTOM
NO LIMITS
FAST TURNAROUND
3-4 WEEKS
TOP QUALITY
MATERIALS
THANK YOU FOR CHOOSING MAJOR DRIP ATHLETICS!


MAJOR DRIP ATHLETICS
CHEER UNIFORM PACKAGES
PACKAGE 1
PACKAGE 2
PACKAGE 3
MAJOR DRIP
Major Drip
CHEER
CHEER UN
SUBLIMA
TOP / BOTT
STARTING AT
$55
TACKLE T
TOP / BOTT
STARTING AT
$65
FULLY CUSTOM
NO LIMITS
FAST TURNAROUND
3-4 WEEKS
TOP QUALITY
MATERIALS
THANK YOU FOR CHOOSING MAJOR DRIP ATHLETICS!

MAJOR DRIP ATHLETICS

AMERICAN FOOTBALL UNIFORMS

BUILT DIFFERENT.
MADE TO DRIP.

FREE SHIPPING
FULLY CUSTOMIZED | BEST TURN AROUND

PRICE LIST

JERSEYS
SUBLIMATED
- Youth $33 (25 or more $28)
- Adult $45 (25 or more $33)

TACKLE TWILL STITCH
- Youth $40 (25 or more $33)
- Adult $55 (25 or more $40)

PANTS
SUBLIMATED
- Youth $30 (25 or more $28)
- Adult $42 (25 or more $33)

TACKLE TWILL STITCH + EMBROIDERY
- Youth $40 (25 or more $32)
- Adult $48 (25 or more $40)

UNIFORMS
SUBLIMATED
- Youth $55 (25 or more $48)
- Adult $60 (25 or more $55)

TACKLE TWILL STITCH
- Youth $65 (25 or more $55)
- Adult $75 (25 or more $65)

$5 ADDITIONAL CHARGE
FOR INTEGRATED PANTS
(7 PADS IN PANTS)



THANK YOU FOR CHOOSING MAJOR DRIP ATHLETICS!

London, Sylvester

From: Alex @ Krown Sports <alex@krownsports.com>
Sent: Wednesday, July 8, 2026 9:39 AM
To: London, Sylvester; twoquote; AJ @ Krown Sports
Subject: City of Hattiesburg Parks & Recreation Quote
Attachments: A-9245 City of Hattiesburg Football Reversible Package 2026.jpg; A-9245 City of Hattiesburg Football Reversible Package 2026 2.jpg; A-9247 City Of Hattiesburg Cheer Package 2026.jpg; Hattiesburg Bid form.pdf

Hi,

This is Alex from Krown Sports. Mr AJ visited you a couple of days ago. We are a Georgia-based company with 30 years of experience, and we appreciate the opportunity to submit a bid for your uniforms.

Please find the requested bid forms and designs attached. Feel free to reach out if you have any questions or need further information.

Thank you,
Alex

Alex Javaid
Krown Sports
404-377-8181 - Office
678-650-3007 - Cell
KrownSports.com

13th

(20 @ $40 = 480

PARKS & RECREATION

REQUESTED BID: PARKS AND RECREATION
PROJECT: CHEER UNIFORM FOR PARKS AND RECREATION YOUTH CHEER PROGRAM

Request: July 7, 2026
Quote Due: July 13, 2025 by 5:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com ,and Twoquote@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

Payment terms are set by the State of Mississippi Purchasing Laws: Payment will be made within 45 days of receipt of invoice and signed by the approved department requesting the quote.

SPECIFICATIONS FOR QUANTITY AND DESIGN:

Cheer Uniform Pricing: set pricing for range of 100-120 total uniform packages.
Vendor must guarantee delivery within 3 weeks of received purchase order.
Sizing: vendor must ensure all sizes for Tops and Bottoms, range of YXS - YXXL and adult sizes ranging AS – AXXXL. Cheer Bottoms must include bloomers built in.

Vendor must include proof of design with quote. Quoted price cannot change when alterations are made to proposed uniform, this may include changes to text, font, or uniform color. It will not include additional design, decal or custom order images.

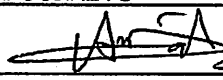
Team Name: "Tigers"
Team Colors: Purple, Gold, White, Black
Age of Players: 5-12

Awarded vendor will be required to provide uniform for fittings.

_____ COST PER JERSEY _____ COST PER PANT

$40.00
_____ TOTAL COST PER UNIFORM SET (MAX 175 ITEM ORDER)

Krown USA INC Vendor

AJ  Submitted By (Name)

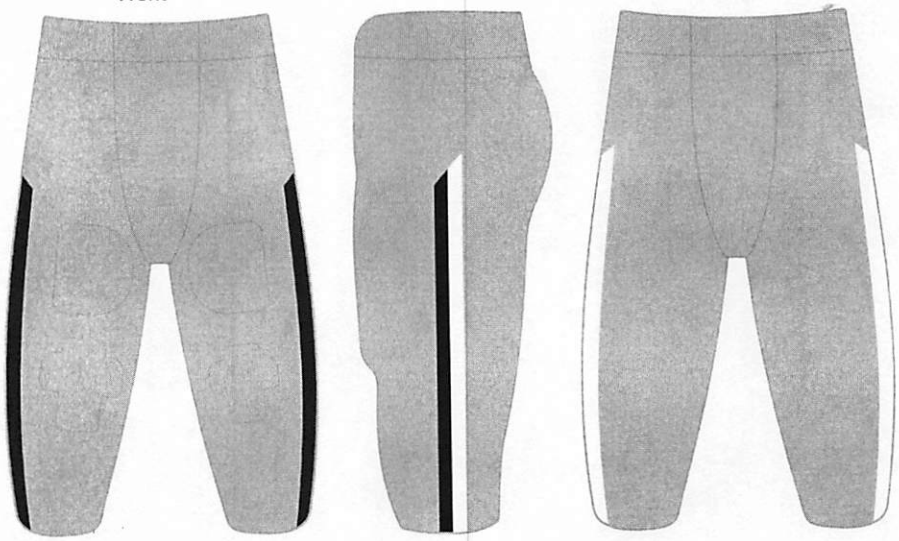
07-07-2026 Date

Questions related to this project should be directed via e-mail to Richard Godoy, Youth Sports Coordinator, Rgodoy@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

City of Hattiesburg Football Reversible Package

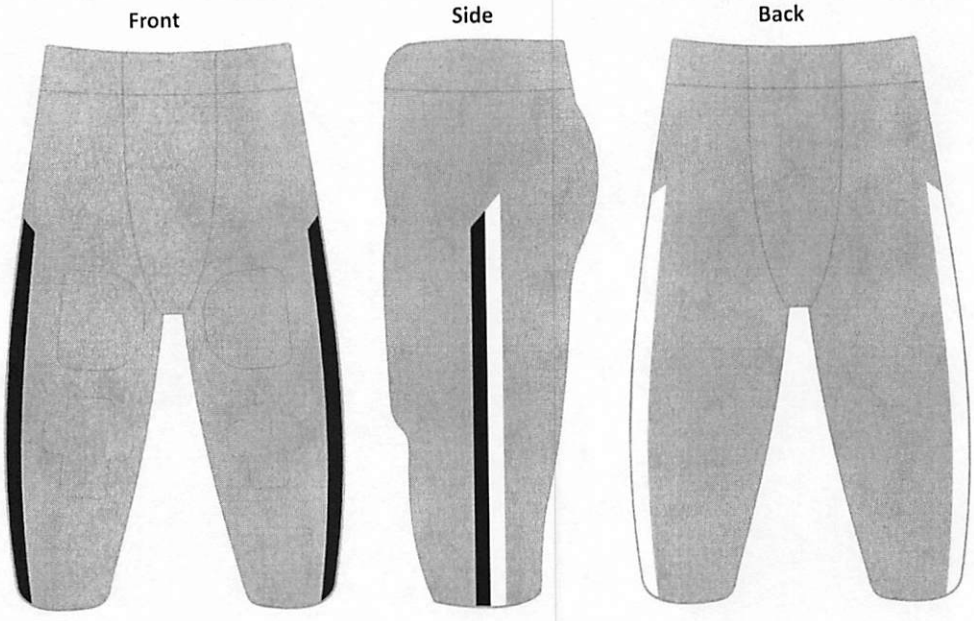


Front Side Back



City of Hattiesburg Football 2026





City Of Hattiesburg Cheer Package 2026

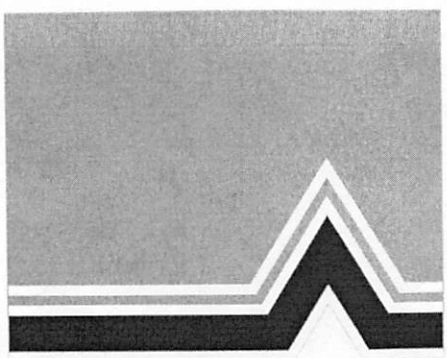
Front

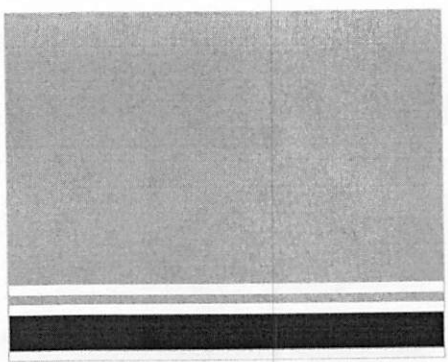


Back

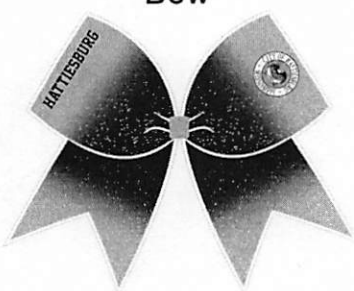


Skirt

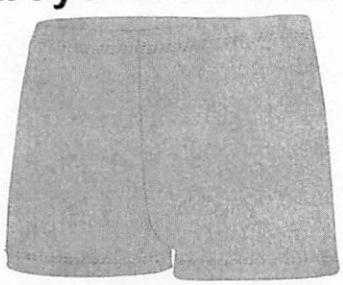




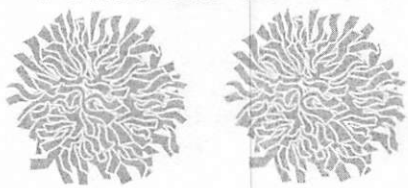
Bow



boys cut shorts



Pom Pom Set of 2



Cheer Socks



London, Sylvester

From: Suzanna Brown <suzanna.brown@unrivaledteamwear.com>
Sent: Wednesday, July 8, 2026 1:05 PM
To: London, Sylvester; twoquote
Cc: Mercier, Betsy; Godoy, Richard
Subject: C#17773319-Champion Teamwear Cheer Quotes/BIDS
Attachments: Quote-496077 (2).pdf; Requested Bid Cheer 2026-Q#496077 (1).pdf; Quote-496081 (4).pdf; Requested Bid Cheer 2026-Q#496081 (1).pdf

Importance: High

Hello!

I had set up a couple cheer uniform quotes for Betsy and Richard. I've attached those quotes along with the BIDS application for each quote. There are notes at the bottom of each BIDS application detailing the expectations we can provide, along with a picture of each uniform option.

Please let me know if you have any follow up questions/concerns.

Thank you!

Suzanna Brown
Direct Sales Representative III | Champion Teamwear
Ph: 800-336-4486 ext. 1567
www.championteamwear.com

UNRIVALED
TEAMWEAR

From: Godoy, Richard <rgodoy@hattiesburgms.com>
Sent: Tuesday, July 7, 2026 10:14 AM
To: Suzanna Brown <suzanna.brown@unrivaledteamwear.com>
Cc: Mercier, Betsy <bmercier@hattiesburgms.com>
Subject: Fall Football and Cheer Uniforms

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning, Ms. Suzanna Brown our cheer and football registration is officially closed! Attached is a bid form for cheer and football uniforms, if you are submitting a bid for both, please fill out both forms. If you are only wanting to submit a bid for one uniform just select the form for the uniform you are wanting to do! Please note all bid are required to be submitted by 5:00 PM Monday, July 13th.

PARKS & RECREATION

REQUESTED BID: PARKS AND RECREATION
PROJECT: CHEER UNIFORM FOR PARKS AND RECREATION YOUTH CHEER PROGRAM

Request: July 7, 2026
Quote Due: July 13, 2026 by 5:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com ,and Twoquote@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

Payment terms are set by the State of Mississippi Purchasing Laws: Payment will be made within 45 days of receipt of invoice and signed by the approved department requesting the quote.

SPECIFICATIONS FOR QUANTITY AND DESIGN:

Cheer Uniform Pricing: set pricing for range of 100-120 total uniform packages.
Vendor must guarantee delivery within 3 weeks of received purchase order.
Sizing: vendor must ensure all sizes for Tops and Bottoms, range of YXS - YXXL and adult sizes ranging AS – AXXXL. Cheer Bottoms must include bloomers built in.

Vendor must include proof of design with quote. Quoted price cannot change when alterations are made to proposed uniform, this may include changes to text, font, or uniform color. It will not include additional design, decal or custom order images.

Team Name: "Tigers"
Team Colors: Purple, Gold, White, Black
Age of Players: 5-12

120 @ 41 4920
120 @ 43 5160
10080

Awarded vendor will be required to provide uniform for fittings.

___$41__ COST PER SHELL ___$43___ COST PER SKIRT

__$84___ TOTAL COST PER UNIFORM SET (MAX 175 ITEM ORDER)
****PLEASE SEE NOTES AT THE BOTTOM OF THIS DOCUMENT!!***

___CHAMPION TEAMWEAR__ Vendor

_ SUZANNA BROWN_____ Submitted By (Name)

_ JULY 8, 2026_____ Date

Questions related to this project should be directed via e-mail to Richard Godoy, Youth Sports Coordinator, Rgodoy@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

Q#496081-Custom Sublimated "Century" Uniform: $84 per person

- This is a custom made to order sublimated uniform. Sublimated uniforms are made by taking white fabric and dying the selected pattern into the outer layer of the fabric. These garments are not dyed all the way through, and the inside of the garments remain white.
- All logo artwork is dyed into the outer layer of the fabric as part of the garment pattern at no additional cost.
- Turn times on custom sublimated uniforms fluctuate depending on seasonal capacity at the time of ordering. The standard expectation is currently between 6-8 weeks from the time the order is placed with all artwork approved, and payment submitted.
- Payment must be made in full, or a Purchase Order needs to be provided to process the order. The invoice populates once the order ships out. Providing a Purchase Order gives you 30 days to send in payment after order is invoiced/received.
- This skirt option offers a built in boycut brief.
- Available in Youth XXS-L, Adult XS-XXXL
- You are receiving 15% off in package promotions. You are also receiving an additional 10% off as a special discretionary discount.



PARKS & RECREATION

REQUESTED BID: PARKS AND RECREATION
PROJECT: CHEER UNIFORM FOR PARKS AND RECREATION YOUTH CHEER PROGRAM

Request: July 7, 2026
Quote Due: July 13, 2026 by 5:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com ,and Twoquote@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

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Vendor must include proof of design with quote. Quoted price cannot change when alterations are made to proposed uniform, this may include changes to text, font, or uniform color. It will not include additional design, decal or custom order images.

Team Name: "Tigers"
Team Colors: Purple, Gold, White, Black
Age of Players: 5-12

Awarded vendor will be required to provide uniform for fittings.

___$47___ COST PER SHELL ___$33___ COST PER SKIRT

__$80___ TOTAL COST PER UNIFORM SET (MAX 175 ITEM ORDER)
******PLEASE SEE NOTES AT THE BOTTOM OF THIS DOCUMENT!!***

___CHAMPION TEAMWEAR__ Vendor

__SUZANNA BROWN_____ Submitted By (Name)

__JULY 8, 2026_____ Date

Questions related to this project should be directed via e-mail to Richard Godoy, Youth Sports Coordinator, Rgodoy@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

Q#496077-Custom Sublimated "Zenith" Uniform: $80 per person.

- This is a custom made to order sublimated uniform. Sublimated uniforms are made by taking white fabric and dying the selected pattern into the outer layer of the fabric. These garments are not dyed all the way through, and the inside of the garments remain white.
- All logo artwork is dyed into the outer layer of the fabric as part of the garment pattern at no additional cost.
- Turn times on custom sublimated uniforms fluctuate depending on seasonal capacity at the time of ordering. **The standard expectation is currently between 6-8 weeks from the time the order is placed with all artwork approved, and payment submitted.**
- Payment must be made in full, or a Purchase Order needs to be provided to process the order. The invoice populates once the order ships out. Providing a Purchase Order gives you 30 days to send in payment after order is invoiced/received.
- This skirt option offers a built in boycut brief.
- Available in Youth XXS-L, Adult XS-XXXL
- You are receiving 15% off in package promotions. We are also offering this skirt at a discounted retail price of $39 before discount (originally $64.99).



Memorandum

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

From: **Sylvester London, Division Manager**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, August 4, 2026**

Re: **Acknowledge receipt of bids on July 16, 2026, for the various term bids #6,7,8,13.17,21,23, & 28 for the Water and Sewer Department, and accept the term bids as per recommendation per attached memo.**
File Number: 2026-629
Minute Book #

Summary
Acknoledging term bids received by the Water & Sewer Department

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 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*

Item	Item description	Primary vendor	Primary bid	Alternate vendor	Alternate bid
6	Two-Way Fire Hydrants	Core & Main, LP	**$14,990.00**	Control Pipe & Supply	**$15,700.00**
7	Three-Way Fire Hydrants	Control Pipe & Supply	**$8,085.00**	Southern Pipe & Supply	**$8,394.90**
8	Stainless-Steel Full-Circle Repair Clamps	Southern Pipe & Supply	**$3,737.10**	Core & Main, LP	**$4,544.00**
13-A	Sodium Fluorosilicate	Ideal Chemical and Supply	**$1.73 per lb.**	Riverland Trading LLC	**$1.87 per lb.**
13-B	Sodium Fluoride	Riverland Trading, LLC	**$1.99 per lb.**	Ideal Chemical & Supply Co.	**$2.65 per lb.**
13-C	Lime	Ideal Chemical & Supply Co.	**$0.35 per lb.**	No alternate bid received	—
17	Plastic Flexible Couplings and Connectors	Core & Main, LP	**$1,017.00**	Southern Pipe & Supply	**$1,050.90**
21	Corporation Stops, Three-Part Unions and Straight Couplings	Southern Pipe & Supply	**$252.67**	Core & Main, LP	**$298.58**
23	Leak Repair Clamps, Compression Fittings and Bell-Joint Leak Clamps	Core & Main, LP	**$3,345.80**	Consolidated Pipe & Supply	**$3,526.30**

Notes

Item 13 should be awarded separately by chemical because the lowest vendor is not the same for every product. Riverland did not bid on lime, so no alternate is available for that portion.

Southern Pipe submitted only a partial bid for Item 23 and did not bid the compression fittings or bell-joint leak clamps. I therefore did not treat that submission as responsive for the complete item.

The Item 8 totals are Southern Pipe at $3,737.10, Core & Main at $4,544.00 and Consolidated Pipe at $4,638.10.

ITEM #6 - TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

5 1/4 ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY	Clow Med	2440.00
4' BURY	Clow Med	2571.00
5' BURY	Clow Med	2702.50
	TOTAL	7713.50

TYPE # 2 4 1/2		
3' BURY	Clow Med	2324.00
4' BURY	Clow Med	2425.50
5' BURY	Clow Med	2527.00
	TOTAL	7276.50

GRAND TOTAL BID PRICE	14990.00

X [signature]

Core and Main LP
NAME OF COMPANY

205 Flowood Dr
STREET/P.O. ADDRESS

Flowood MS 39232
STATE & ZIP CODE

601-960-7012
PHONE NUMBER/FAX NUMBER

7-14-26
DATE OF BID

ITEM #6 - TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY	Mdt #129	2550.00
4' BURY	Mdt #129	2675.00
5' BURY	Mdt #129	2795.00
	TOTAL	8020.00

TYPE # 2		
3' BURY	Mdt #129	2470.00
4' BURY	Mdt #129	2560.00
5' BURY	Mdt #129	2650.00
	TOTAL	7680.00

GRAND TOTAL BID PRICE	15,700.00

Central Pipe Supply
NAME OF COMPANY

101 Ware Road.
STREET/P.O. ADDRESS

Pearl, MS 39208
STATE & ZIP CODE

601-939-3322 / 601-932-8944
PHONE NUMBER/FAX NUMBER

ITEM #6 - TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY	Mueller/422-518146	$2,624.95
4' BURY	Mueller/422-508226	$2,693.65
5' BURY	Mueller/422-519435	$2,831.05
	TOTAL	$8,149.65

TYPE # 2		
3' BURY	Mueller/420-506229	$2,624.95
4' BURY	Mueller/420-508228	$2,693.65
5' BURY	Mueller/420-516836	$2,831.05
	TOTAL	$8,149.65

GRAND TOTAL BID PRICE	$16,299.30

Consolidated Pipe & Supply
NAME OF COMPANY

110 Morris Drive
STREET/P.O.

ADDRESS

Brandon, MS 39042
STATE & ZIP CODE

601-922-6600
PHONE NUMBER/FAX

NUMBER

ITEM #6 - TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1	M+H/129	
3' BURY		2677.70
4' BURY		2793.30
5' BURY		2918.90
	TOTAL	8,389.90

TYPE # 2	M+H 129	
3' BURY		2594.00
4' BURY		2687.15
5' BURY		2780.75
	TOTAL	8061.90

GRAND TOTAL BID PRICE	16,451.80

Southern Pipe - HB6
NAME OF COMPANY

116 Lundy Ln.
STREET/P.O.

ADDRESS

MS. 39401
STATE & ZIP CODE

601-544-3226
PHONE NUMBER/FAX

NUMBER

ITEM #7 - THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY	M&H #129	2575.00
4' BURY	M&H #129	2695.00
5' BURY	M&H #129	2815.00
	TOTAL BID PRICE	8,085.00

Central Pipe Supply
NAME OF COMPANY

101 Ware Road
STREET/P.O. ADDRESS

Pearl, MS. 39208
STATE & ZIP CODE

601-939-3322 / 601-932-8944
PHONE NUMBER/FAX NUMBER

7/16/2026
DATE OF BID

Matthew Warren Sykes
OFFICIAL'S NAME & TITLE

X
OFFICIAL'S SIGNATURE

ITEM #7 - THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1	M&H / 129	
3' BURY		2,677.70
4' BURY		2,798.30
5' BURY		2,918.90
	TOTAL BID PRICE	8,394.90

Southern Pipe - HBG
NAME OF COMPANY

116 Lundy Ln.
STREET/P.O.

ADDRESS

Ms. 39401
STATE & ZIP CODE

601-544-3226
PHONE NUMBER/FAX

NUMBER

7/16/26
DATE OF BID

Riley Wilson Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #7 - THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY	Clow Med	2693.00
4' BURY	Clow Med	2825.00
5' BURY	Clow Med	2955.00
	TOTAL BID PRICE	$8473.00

Core & Main LP
NAME OF COMPANY

295 Flowood Dr
STREET/P.O. ADDRESS

Flowood MS 39232
STATE & ZIP CODE

601 960 7012
PHONE NUMBER/FAX NUMBER

7-14-24
DATE OF BID

Amy Easter Operation Mgr
OFFICIAL'S NAME & TITLE

Amy Easter
OFFICIAL'S SIGNATURE

ITEM #7 - THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY	Mueller/423-500964	$2890.15
4' BURY	Mueller/423-501389	$2958.85
5' BURY	Mueller/423-502406	$3096.25
	TOTAL BID PRICE	$8,945.25

Consolidated Pipe + Supply
NAME OF COMPANY

110 Morris Drive
STREET/P.O.
ADDRESS

Mississippi 39042
STATE & ZIP CODE

601-922-6600
PHONE NUMBER/FAX
NUMBER

7-16-2026
DATE OF BID

Holden Herrod Inside Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #8 - STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

FULL CIRCLE REPAIR CLAMPS	UNIT BID PRICE
4 X 7 ½	80.85
4 X 12 ½	116.45
6 X 7 ½	83.30
6 X 12 ½	126.12
8 X 7 ½	99.88
8 X 12 ½	141.72
10 X 7 ½	119.44
10 X 12 ½	181.70
12 X 7 ½	131.55
12 X 12 ½	190.03
14 X 10	246.97
14 X 15	353.40
16 X 10	260.09
16 X 15	374.60
18 X 10	285.18
18 X 15	410.60
20 X 10	313.62
20 X 15	418.22
TOTAL BID PRICE	3,737.10

Southern Pipe HBG
NAME OF COMPANY

116 Lundy LN
STREET/P.O. ADDRESS

MS 39401
STATE & ZIP CODE

601-544-3226
PHONE NUMBER/FAX NUMBER

7/16/26
DATE OF BID

Riley Wilson Sales
OFFICIAL'S NAME & TITLE

X
OFFICIAL'S SIGNATURE

ITEM #8 - STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

FULL CIRCLE REPAIR CLAMPS	UNIT BID PRICE
4 X 7 ½	60.00
4 X 12 ½	99.00
6 X 7 ½	71.50
6 X 12 ½	114.50
8 X 7 ½	85.50
8 X 12 ½	137.00
10 X 7 ½	104.00
10 X 12 ½	161.50
12 X 7 ½	117.00
12 X 12 ½	189.00
14 X 10	321.00
14 X 15	462.00
16 X 10	339.00
16 X 15	488.00
18 X 10	357.00
18 X 15	515.00
20 X 10	378.00
20 X 15	545.00
TOTAL BID PRICE	4544.00

Core & Main LP

NAME OF COMPANY

205 Flowood Dr

STREET/P.O. ADDRESS

Flowood MS 39232

STATE & ZIP CODE

601 960 7012

PHONE NUMBER/FAX NUMBER

7-14-26

DATE OF BID

Amy Easter Operation MGR

OFFICIAL'S NAME & TITLE

Amy Easter

OFFICIAL'S SIGNATURE

ITEM #8 - STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

FULL CIRCLE REPAIR CLAMPS	UNIT BID PRICE
4 X 7 ½	$ 61.85
4 X 12 ½	$ 101.40
6 X 7 ½	$ 73.00
6 X 12 ½	$ 116.75
8 X 7 ½	$ 87.35
8 X 12 ½	$ 139.85
10 X 7 ½	$ 106.30
10 X 12 ½	$ 165.10
12 X 7 ½	$ 120.00
12 X 12 ½	$ 192.95
14 X 10	$ 327.35
14 X 15	$ 471.25
16 X 10	$ 346.05
16 X 15	$ 497.65
18 X 10	$ 364.70
18 X 15	$ 525.10
20 X 10	$ 385.60
20 X 15	$ 555.85
TOTAL BID PRICE	$ 4,638.10

Consolidated Pipe + Supply
NAME OF COMPANY

110 Morris Drive
STREET/P.O. ADDRESS

Brandon, MS 39042
STATE & ZIP CODE

601-922-6600
PHONE NUMBER/FAX NUMBER

7-16-2026
DATE OF BID

Holden Herrod Inside Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #13
SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORASILICATE 55.12 50 LB. BAGS Lowest	$1.73/lb $95.36/ per 55.12 lb bag
SODIUM FLUORIDE 50 LB. BAGS	$2.65/lb $132.50 per 50 lb bag
LIME 50 LB. BAGS Lowest	$0.35/lb $17.50 per 50 lb bag
TOTAL BID PRICE	

Ideal Chemical and Supply Co
Name of Company

4025 Air Park St
Street / P.O. Address

Memphis TN 38118
City / State / Zip Code

(888)999-6776 customerorders@idealchem.com
Phone / Fax Numbers

7/16/2026
Date of Bid

Elizabeth McLemore, Commercial Manager
Official's Name and Title

Elizabeth McLemore
Official's Signature

X

ITEM #13
SODIUM FLUORASILICATE, SODIUM FLUORIDE, AND LIME FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORASILICATE 50 LB. BAGS	$1.87/lb $93.50/50lb bag
SODIUM FLUORIDE 50 LB. BAGS Lowest	$1.99/lb $99.50/50lb bag
LIME 50 LB. BAGS	No Bid
TOTAL BID PRICE	No Total - Unit Prices Govern

Riverland Trading LLC
Name of Company

677 King St
Street / P.O. Address

Charleston, SC 29403
City / State / Zip Code

(P)843.558.8453 (F)843.277.0568
Phone / Fax Numbers

7/13/2026
Date of Bid

Derek Lambdin, Managing Partner
Official's Name and Title

X _____
Official's Signature

ITEM #17 - PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
4" PLASTIC TO 4" PLASTIC	5.50
4" PLASTIC TO 4" CONCRETE	6.00
4" PLASTIC TO 4" CLAY	5.50
4" CONCRETE TO 4" CONCRETE	16.50
6" PLASTIC TO 4" PLASTIC	16.00
6" PLASTIC TO 4" CONCRETE	43.00
6" PLASTIC TO 4" CLAY	15.00
6" CONCRETE TO 4" PLASTIC	14.50
6" CONCRETE TO 4" CLAY	50.50
6" CONCRETE TO 4" CONCRETE	41.50
6" PLASTIC TO 6" PLASTIC	12.40
6" PLASTIC TO 6" CLAY	12.40
6" CONCRETE TO 6" PLASTIC	13.75
8" CONCRETE TO 6" CLAY	68.00
8" CONCRETE TO 6" PLASTIC	25.25
8" CONCRETE TO 6" CONCRETE	64.00
8" PLASTIC TO 6" CLAY	82.50
8" PLASTIC TO 6" CONCRETE	85.00
8" PLASTIC TO 6" PLASTIC	23.00
8" PLASTIC TO 8" PLASTIC	19.00
8" PLASTIC TO 8" CONCRETE	29.75
8" PLASTIC TO 8" CLAY	19.00
10" PLASTIC TO 10" PLASTIC	28.50
10" PLASTIC TO 10" CONCRETE	28.50
10" PLASTIC TO 10" CLAY	28.50
12" PLASTIC TO 12" PLASTIC	31.75
12" PLASTIC TO 12" CONCRETE	31.75
12" PLASTIC TO 12" CLAY	31.75
15" PLASTIC TO 15" PLASTIC	52.25
15" PLASTIC TO 15" CONCRETE	72.70
15" PLASTIC TO 15" CLAY	52.25
TOTAL	101700

Core Main LP
NAME OF COMPANY

205 Flowood Dr
STREET/P.O. ADDRESS

Flowood MS 39232
CITY/STATE & ZIP CODE

601 960 7012
PHONE NUMBER & FAX NUMBER

7-14-26
DATE OF BID

Amy Easter Operation Mgr
OFFICIAL'S NAME & TITLE

X 

Amy Easter
OFFICIAL'S SIGNATURE

ITEM #17 - PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
4" PLASTIC TO 4" PLASTIC	5.85
4" PLASTIC TO 4" CONCRETE	6.31
4" PLASTIC TO 4" CLAY	5.85
4" CONCRETE TO 4" CONCRETE	17.53
6" PLASTIC TO 4" PLASTIC	24.72
6" PLASTIC TO 4" CONCRETE	43.13
6" PLASTIC TO 4" CLAY	15.00
6" CONCRETE TO 4" PLASTIC	14.66
6" CONCRETE TO 4" CLAY	50.70
6" CONCRETE TO 4" CONCRETE	41.66
6" PLASTIC TO 6" PLASTIC	12.48
6" PLASTIC TO 6" CLAY	12.48
6" CONCRETE TO 6" PLASTIC	13.82
8" CONCRETE TO 6" CLAY	68.80
8" CONCRETE TO 6" PLASTIC	25.51
8" CONCRETE TO 6" CONCRETE	64.40
8" PLASTIC TO 6" CLAY	82.95
8" PLASTIC TO 6" CONCRETE	85.03
8" PLASTIC TO 6" PLASTIC	23.21
8" PLASTIC TO 8" PLASTIC	19.25
8" PLASTIC TO 8" CONCRETE	20.76
8" PLASTIC TO 8" CLAY	19.22
10" PLASTIC TO 10" PLASTIC	28.86
10" PLASTIC TO 10" CONCRETE	28.86
10" PLASTIC TO 10" CLAY	28.86
12" PLASTIC TO 12" PLASTIC	33.67
12" PLASTIC TO 12" CONCRETE	33.67
12" PLASTIC TO 12" CLAY	33.67
15" PLASTIC TO 15" PLASTIC	55.36
15" PLASTIC TO 15" CONCRETE	77.22
15" PLASTIC TO 15" CLAY	55.36
TOTAL	1050.99

Southern Pipe HBG
NAME OF COMPANY

116 Lundy LN
STREET/P.O. ADDRESS

MS. Hattiesburg 39401
CITY/STATE & ZIP CODE

601 544-3226
PHONE NUMBER & FAX NUMBER

7/16/26
DATE OF BID

Riley Wilson Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #17 - PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
4" PLASTIC TO 4" PLASTIC	$ 7.70
4" PLASTIC TO 4" CONCRETE	$ 7.30
4" PLASTIC TO 4" CLAY	$ 6.70
4" CONCRETE TO 4" CONCRETE	$ 21.50
6" PLASTIC TO 4" PLASTIC	$ 7.70
6" PLASTIC TO 4" CONCRETE	$ 15.75
6" PLASTIC TO 4" CLAY	$ 13.85
6" CONCRETE TO 4" PLASTIC	$ 15.85
6" CONCRETE TO 4" CLAY	$ 61.65
6" CONCRETE TO 4" CONCRETE	$ 50.70
6" PLASTIC TO 6" PLASTIC	$ 14.35
6" PLASTIC TO 6" CLAY	$ 13.85
6" CONCRETE TO 6" PLASTIC	$ 15.75
8" CONCRETE TO 6" CLAY	$ 83.65
8" CONCRETE TO 6" PLASTIC	$ 28.35
8" CONCRETE TO 6" CONCRETE	$ 78.35
8" PLASTIC TO 6" CLAY	$ 100.90
8" PLASTIC TO 6" CONCRETE	$ 103.40
8" PLASTIC TO 6" PLASTIC	$ 25.80
8" PLASTIC TO 8" PLASTIC	$ 22.00
8" PLASTIC TO 8" CONCRETE	$ 22.25
8" PLASTIC TO 8" CLAY	$ 21.25
10" PLASTIC TO 10" PLASTIC	$ 31.20
10" PLASTIC TO 10" CONCRETE	$ 31.20
10" PLASTIC TO 10" CLAY	$ 31.20
12" PLASTIC TO 12" PLASTIC	$ 36.35
12" PLASTIC TO 12" CONCRETE	$ 35.00
12" PLASTIC TO 12" CLAY	$ 36.35
15" PLASTIC TO 15" PLASTIC	$ 60.00
15" PLASTIC TO 15" CONCRETE	$ 60.00
15" PLASTIC TO 15" CLAY	$ 60.00
TOTAL	$ 1,119.90

Consolidated Pipe + Supply
NAME OF COMPANY

110 Morris Drive
STREET/P.O. ADDRESS

Brandon, MS 39042
CITY/STATE & ZIP CODE

601-922-6600
PHONE NUMBER & FAX NUMBER

7-16-2026
DATE OF BID

Holden Herrod Inside Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #21 - CORPORATION STOP, 3-PART UNION AND STRAIGHT COUPLING FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
CORPORATION STOPS		
3/4"	Mueller/ H15008	$ 44.65
1"	Mueller/ H15008	$ 67.65
3 PART UNIONS		
3/4"	Mueller/ H15403	$ 24.95
1"	Mueller/ H15403	$ 27.25
STRAIGHT COUPLINGS		
3/4" MALE	Mueller/ H15428	$ 20.45
1" MALE	Mueller/ H15428	$ 24.20
3/4" FEMALE	Mueller/ H15451	$ 21.95
1" FEMALE	Mueller/ H15451	$ 31.35
CORPORATION STOP COUPLINGS		
3/4"	Mueller/ H15485	$ 24.10
1"	Mueller/ H15485	$ 47.50

GRAND TOTAL BID PRICE	$ 334.05

Consolidated Pipe & Supply
NAME OF COMPANY

110 Morris Drive
STREET/P.O. ADDRESS

Brandon, MS 39042
CITY/STATE & ZIP CODE

601-922-6600
PHONE NUMBER & FAX NUMBER

7-16-2026
DATE OF BID

Holden Herrod Inside Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #21 - CORPORATION STOP, 3-PART UNION AND STRAIGHT COUPLING FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
CORPORATION STOPS		
3/4"	Ford # F1000-3-NL	45.72
1"	Ford # F1000-4-NL	69.15
3 PART UNIONS		
3/4"	Ford # C44-33-NL	25.53
1"	Ford # C44-44-NL	29.20
STRAIGHT COUPLINGS		
3/4" MALE	Ford # C84-33-NL	20.96
1" MALE	Ford # C84-44-NL	24.82
3/4" FEMALE	Ford # C14-33-NL	22.05
1" FEMALE	Ford # C14-44-NL	29.92
CORPORATION STOP COUPLINGS		
3/4"	Ford # LA102-33-NL	27.43
1"	Ford # LA102-44-NL	51.50

GRAND TOTAL BID PRICE	346.28

Central Pipe Supply
NAME OF COMPANY

101 Ware Road.
STREET/P.O. ADDRESS

Pearl, MS. 39208
CITY/STATE & ZIP CODE

601-939-3322 / 601-932-8944
PHONE NUMBER & FAX NUMBER

6/17/2026
DATE OF BID

Matthew Warren Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #21 - CORPORATION STOP, 3-PART UNION AND STRAIGHT COUPLING FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
CORPORATION STOPS		
3/4"	F1000-3-NL	48.83
1"	F1000-4-NL	63.55
3 PART UNIONS		
3/4"	C44-33-NL	23.45
1"	C44-44-NL	26.85
STRAIGHT COUPLINGS		
3/4" MALE	C84-33-NL	19.25
1" MALE	C84-44-NL	22.80
3/4" FEMALE	C14-33-NL	20.47
1" FEMALE	C14-44-NL	27.47
CORPORATION STOP COUPLINGS		
3/4"		
1"		

GRAND TOTAL BID PRICE	257.67

Southern Pipe & Supply
NAME OF COMPANY

116 Lundy Ln
STREET/P.O. ADDRESS

Hattiesburg, MS 39455
CITY/STATE & ZIP CODE

601-544-3336
PHONE NUMBER & FAX NUMBER

7/16/96
DATE OF BID

Ellis Gallegro (Sales)
OFFICIAL'S NAME & TITLE

X

Ellis Gallegro
OFFICIAL'S SIGNATURE

ITEM #21 - CORPORATION STOP, 3-PART UNION AND STRAIGHT COUPLING FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
CORPORATION STOPS		
3/4"	F1000-3-NL	38.57
1"	F1000-4-NL	58.35
3 PART UNIONS		
3/4"	C44-33-NL	21.54
1"	C44-44-NL	24.63
STRAIGHT COUPLINGS		
3/4" MALE	C84-33-NL	17.68
1" MALE	C84-44-NL	20.94
3/4" FEMALE	C14-33-NL	18.60
1" FEMALE	C14-44-NL	25.23
CORPORATION STOP COUPLINGS		
3/4"	L102-33-NL	27.50
1"	L102-44-NL	45.54

GRAND TOTAL BID PRICE	298.58

Core & Main LP
NAME OF COMPANY

205 Flowood
STREET/P.O. ADDRESS

Flowood MS 39232
CITY/STATE & ZIP CODE

601 960 7012
PHONE NUMBER & FAX NUMBER

7-14-26
DATE OF BID

Amy Easter Operations Mgr
OFFICIAL'S NAME & TITLE

Amy Easter
OFFICIAL'S SIGNATURE

ITEM #23 - LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

LEAK REPAIR CLAMPS (ALL PURPOSE)	UNIT BID PRICE
3/4 X 3	5.50
3/4 X 6	10.60
1 X 3	6.00
1 X 6	11.00
1½ X 3	6.50
1½ X 6	12.50
2 X 3	7.50
2 X 6	13.50
3 X 3	9.50
3 X 6	19.50
4 X 3	11.00
4 X 6	21.00
TOTAL	134.10

COMPRESSION FITTING	UNIT BID PRICE
3/4 X 3	no bid
3/4 X 5	no bid
3/4 X 7	no bid
1 X 3	no bid
1 X 5	no bid
1 X 7	no bid
1½ X 3	no bid
1½ X 5	no bid
1½ X 7	no bid
2 X 3	no bid
2 X 5	no bid

2 X 7	no bid
TOTAL	0

BELL JOINT LEAK CLAMPS	UNIT BID PRICE
4"	131.40
6"	144.30
8"	199.00
10"	270.00
12"	267.50
16"	605.00
18"	780 50
20"	814.00
TOTAL	3211.70

GRAND TOTAL	3345.80

Core and Main LP
NAME OF COMPANY

205 Flowood Dr
STREET/P.O. ADDRESS

Flowood MS 39232
CITY/STATE & ZIP CODE

601- 960 - 7012
PHONE NUMBER & FAX NUMBER

7-14-26
DATE OF BID

Amy Easter Operations Mgr
OFFICIAL'S NAME & TITLE

X Amy Easter
OFFICIAL'S SIGNATURE

ITEM #23 - LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

LEAK REPAIR CLAMPS (ALL PURPOSE)	UNIT BID PRICE
3/4 X 3	$ 6.05
3/4 X 6	$ 11.25
1 X 3	$ 6.60
1 X 6	$ 11.95
1½ X 3	$ 7.25
1½ X 6	$ 13.70
2 X 3	$ 7.95
2 X 6	$ 14.35
3 X 3	$ 10.40
3 X 6	$ 21.00
4 X 3	$ 12.05
4 X 6	$ 22.35
TOTAL	$ 144.90

COMPRESSION FITTING	UNIT BID PRICE
3/4 X 3	N/B
3/4 X 5	N/B
3/4 X 7	N/B
1 X 3	N/B
1 X 5	N/B
1 X 7	N/B
1½ X 3	N/B
1½ X 5	N/B
1½ X 7	N/B
2 X 3	N/B
2 X 5	N/B

2 X 7	N/B
TOTAL	N/B

BELL JOINT LEAK CLAMPS	UNIT BID PRICE
4"	$ 138.35
6"	$ 151.95
8"	$ 209.55
10"	$ 284.35
12"	$ 281.65
16"	$ 637.00
18"	$ 821.60
20"	$ 856.95
TOTAL	$ 3,381.40

GRAND TOTAL	$ 3,526.30

Consolidated Pipe & Supply
NAME OF COMPANY

110 Morris Drive
STREET/P.O. ADDRESS

Brandon, MS 39042
CITY/STATE & ZIP CODE

601-922-6600
PHONE NUMBER & FAX NUMBER

7-16-2026
DATE OF BID

Holden Herrod Inside Sales
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

ITEM #23 - LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

LEAK REPAIR CLAMPS (ALL PURPOSE)	UNIT BID PRICE
3/4 X 3	10.67
3/4 X 6	19.87
1 X 3	11.58
1 X 6	21.17
1½ X 3	12.84
1½ X 6	24.20
2 X 3	
2 X 6	
3 X 3	
3 X 6	
4 X 3	
4 X 6	
TOTAL	100.33

COMPRESSION FITTING	UNIT BID PRICE
3/4 X 3	
3/4 X 5	
3/4 X 7	
1 X 3	
1 X 5	
1 X 7	
1½ X 3	
1½ X 5	
1½ X 7	
2 X 3	
2 X 5	

2 X 7	
TOTAL	

BELL JOINT LEAK CLAMPS	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	
16"	
18"	
20"	
TOTAL	

GRAND TOTAL	

Southern Pipe & Supply
NAME OF COMPANY

116 Lundy Ln.
STREET/P.O. ADDRESS

Hattiesburg, MS. 39455
CITY/STATE & ZIP CODE

601-544-3226
PHONE NUMBER & FAX NUMBER

7/16/26
DATE OF BID

Ellis Gallodoro (Sales)
OFFICIAL'S NAME & TITLE

Ellis Gallodoro
OFFICIAL'S SIGNATURE

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, August 4, 2026**

Re: **Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.**
File Number: 2026-633
Minute Book #

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 August 4, 2026 City Council meeting for consideration.

"Breaking the Shackles of Poverty through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
Community Development Division
P. O. Box 1898
Hattiesburg, MS 39403-1898

Project	Agency Project	Invoice	Date
Public Service Grant	Utility Assistance Program	7	July 15, 2026

Quantity	Description	Unit Price	Total
1	Utility Assistance Program	1	$747.96
			$747.96

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

RECEIVED 1/17/26

COMMUNITY SERVICES
BREAKTHROUGH
"Breaking the Shackles of Poverty through Service"
1313 Country Club Road, Hattiesburg, MS 39401

Utility Assistance Program

The following applicants listed below are eligible for the Utility Assistance Program. The five (5) individuals meet income & criteria eligibility (limited clientele) for the UAP Program.

Applicant	Servicer	Amount
[redacted]	Mississippi Power/73211-82019	$188.79
[redacted]	Mississippi Power/62001-80003	$136.00
[redacted]	Mississippi Power/12731-82005	$127.00
[redacted]	Mississippi Power/75371-83008	$183.00
[redacted]	Mississippi Power/00301-81018	$113.17
		$747.96

1313 Country Club Road, Hattiesburg, MS 39401 (601) 582-3475 (601) 582-0149 fax www.themtolivechurch.org

"Breaking the Shackles of Poverty through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
Community Development Division
P. O. Box 1898
Hattiesburg, MS 39403-1898

Project	Agency Project	Invoice	Date
Public Service Grant	Utility Assistance Program	8	July 17, 2026

Quantity	Description	Unit Price	Total
1	Utility Assistance Program	1	$2,944.49
			$2,944.49

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

RECEIVED 7/17/26

COMMUNITY SERVICES
BREAKTHROUGH
"Breaking the Shackles of Poverty through Service"
1313 Country Club Road, Hattiesburg, MS 39401

Utility Assistance Program

The following applicants listed below are eligible for the Utility Assistance Program. The twenty- two (22) individuals meet income & criteria eligibility (limited clientele) for the UAP Program.

Applicant	Servicer	Amount
[redacted] Chatman	Mississippi Power/14201-82002	$200.00
[redacted] Jackson	Mississippi Power/53071-85025	$97.00
[redacted] Taylor	Mississippi Power/06499-83148	$187.00
[redacted] Barnes	Mississippi Power/94151-80218	$176.00
[redacted] Jenkins	Mississippi Power/04620-20275	$150.76
[redacted] Bolton	Mississippi Power/95771-82336	$18.84
[redacted] Harris	Mississippi Power/00711-71223	$148.00
[redacted] McKinley	Mississippi Power/47781-83014	$200.00
[redacted] Williams	Mississippi Power/49821-81004	$97.00
[redacted] Conley	Mississippi Power/74837-60155	$118.00
[redacted] Brown	Mississippi Power/46731-82168	$116.00
[redacted] Pittman	Mississippi Power/00771-83003	$200.00
[redacted] Booth	Mississippi Power/77401-84013	$75.58
[redacted] Williams	Mississippi Power/23661-83004	$166.00
[redacted] Edwards	Mississippi Power/68611-83017	$130.00
[redacted] Bryant	Mississippi Power/35861-84002	$96.00
[redacted] Gwin	Mississippi Power/26212-88277	$106.65
[redacted] Smith	Mississippi Power/02031-82003	$105.00
[redacted] V Jackson	Mississippi Power/24301-83129	$183.66
[redacted] Herring	Mississippi Power/15381-81208	$200.00
[redacted]	Mississippi Power/93181-84047	$173.00
		$2,944.49

Karen McCarty

Administrative Consultant

INVOICE

7025 Frederick Road
Pass Christian, Mississippi 39571
(228)380-8589 karenmccarty@ymail.com

DATE: July 21, 2026
INVOICE # 2026-02
FOR: *2026 Annual Action Plan 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 on January 20, 2026	
Preparation of the 2026 Annual Action Plans 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%	$ 4,875.00
HOME portion of Report 50%	$ 4,875.00
TOTAL	$ 9,750.00

Make all checks payable to Karen McCarty

THANK YOU FOR YOUR BUSINESS!

RECEIVED 7/21/26 11:31 AM

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, August 4, 2026**

Re: **Approve the 2026/27 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD).**
File Number: 2026-636
Minute Book #

Summary
Approve the 2026/27 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD).

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.

2026 ANNUAL ACTION PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT
HOME INVESTMENT PARTNERSHIP PROGRAM

JANUARY 1, 2026 TO DECEMBER 31, 2026

Presented to the U.S. Department of Housing and Urban Development
City of Hattiesburg
Department of Urban Development
Community Development Division
200 Forrest Street
Hattiesburg, MS 39401

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

CITY OF HATTIESBURG, MS
2026 ANNUAL ACTION PLAN
CDBG AND HOME ENTITLEMENT PROGRAMS

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg (COH) 2026-2027 Annual Action Plan is the fourth Action Plan of the City's 2023-2027 Consolidated Plan. The 2026-2027 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2026-2027 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application of the 2026 allocations of the above-mentioned grant funds.

The City of Hattiesburg received notice on April 6, 2026, from the U.S. Department of Housing and Urban Development announcing its Fiscal Year 2026 allocations for its Community Development Block Grant Entitlement Program and Home Investment Partnership Entitlement Program. As per this notice the City of Hattiesburg is required to submit a compliant proposed Annual Action Plan on its desired usage of the funding allocations of $549,521.00 in Community Development Block Grant and $278,371.03 in Home Investment Partnership Program funding, a reduction of 4% and 6% respectively from the prior year. The Annual Action Plan is required to be submitted to the Department of Housing and Urban Development, not later than August 16, 2026.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the 2026-2027 Action Plan are the same as detailed in the 2023-2027 Consolidated Plan. The proposed projects/activities utilizing 2026 CDBG/HOME funding will address housing concerns in several areas, with primary focus on: Housing Programs (emergency housing repair and substantial housing rehabilitation, tenant based rental assistance and funding to a local Community Housing Development Organization); and assistance to low-income citizens through local Public Service Non-Profit Agencies.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

As previously stated in prior Action Plans the City has had a turnover in staffing and several projects that were in consideration were fraught with issues of lack of funding, meeting goals with other potential partners for housing projects and meeting timeliness of expenditure goals and processes as defined by HUD.

The City has taken an active approach by working together with the Community Development Manager and Urban Development Director and other departments and HUD Staff on defining and correcting processes and procedures and implementing a substantial amendment for CDBG during the prior year to bring a prior proposed project to project design, construction bidding and contract award for the Katie Dabbs Community Center Renovation (from a church to a community center). The project is now in construction phase with proposed completion prior to the end of this fiscal year.

The City will continue its housing activities in 2026-2027 by utilizing $230,000.00 CDBG funds to provide housing rehab and emergency repairs to eligible owner-occupied low-and moderate-income households. The city also plans to utilize $60,000 to assist local non-profit agencies in providing various services to low- and moderate-income residents. These agencies and specific assistance will be determined later. $64.616.80 will install ADA compliant sidewalks in a local low and moderate income area. In addition, HOME funds of $100,000 will provide Tenant-based rental assistance to individual households to help afford housing costs of market rate units. $50,000.00 to provide homebuyer assistance to purchase affordable housing; CHDO set aside funds of the minimum 15% or $41,755.65 will be made to an eligible Community Development Housing Organization for eligible use for housing acquisition, acquisition and rehab or new construction of housing for sale or rental to low-income households. 'The balance of funds for CDBG and HOME will be utilized for Administrative and Planning costs.

The city is fully vested in addressing and preventing homelessness and employs a full-time Homeless Coordinator to organize volunteer outreach activities, share current information with the local agencies that provide shelter, housing assistance and offer a wide variety of supportive housing services; and work to help prevent near-homeless residents from becoming homeless.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Hattiesburg complies with our Citizen Participation Plan, which contains the City's policies and procedures for public involvement in the 2026-2027 Annual Action Plan. The City's plan dictates a 30-day review and comment period prior to City Council approval of the Annual Action Plan.

A public notice was approved by council to be published in the Hattiesburg Post for two public hearings and the 30-day comment period for the draft of the 2026-2027 Annual Action Plan. The first public hearing was held on April 28, 2026, at 6:00 p.m. at the C.E Roy Community Center, 300 East 5th Street, Hattiesburg, MS. This hearing was to inform the public of the City's anticipated 2026-2027 CDBG and HOME Funding and receive input from the public, non-profits and neighborhood groups of eligible uses of funds and receive input into the individual and community needs to best serve the low- and moderate-income citizens of Hattiesburg. The City sent notifications, comment sheets and Information Flyer notifications to the Community Development partners list of Neighborhood Associations, Citizens and Non-Profits. Notices were sent by email on April 7, 2026, In addition, the notices were posted on the City of Hattiesburg website and Facebook social media account.

A 2nd public hearing was held on June 18, 2026, at 6:00 pm, at the Cultural Community Center. 723 Main Street. This hearing was to inform the public about the proposed projects, activities and funding utilizing the 2026 CDBG and HOME funding allocations. The City sent notifications, comment sheets and Information Flyer notifications to the Community Development partners list of Neighborhood Associations, Citizens and Non-Profits. Notices were sent by email on June 5, 2026, in addition, the notices were posted on the City of Hattiesburg website and Facebook social media account.

30-day Public Notice of the Proposed 2026-2027 Annual Action plan will be available for review and comments from June 19, 2026, through July 20, 2026. Copies of the proposed plan will be available on the City of Hattiesburg website, City Hall and the Community Development Division. The Hattiesburg City Council approved the proposed 2026-2027 Annual Action Plan on August 4, 2026.

Copies of all notices, publications, flyers, agendas and handouts are included in the attached Citizen Participation Section.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public Hearing – April 28, 2026 -_6:00 p.m. 300 East 5th Street (C.E. Roy Community Center). Nineteen (19) people attended the public hearing, 14 written comments (surveys) were received.

Summary of citizen comments, any written comments. agenda, handouts and sign-in sheets are included in the attached Citizen Participation Section.

Public Hearing – June 18, 2026 – 6:00 pm 723 Main Street (Cultural Community Center). 9 people attended the public hearing. and one written comment and survey was received.

Summary of citizen comments, written comments, agenda, handouts and sign-in sheets are included in the attached Citizen Participation Section.

Overall, the City of Hattiesburg received 15 written comments during the public hearings and 30-day comment period.

Summary of citizen comments, any written comments, agenda, handouts and sign in sheets are included in the attached Citizen Participation Section.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Hattiesburg accepts all comments and views.

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole. The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by residents of low-income areas and the organizations that regularly serve low-income households is vital to ensure that funds are directed to areas and programs in which they can make the greatest impact. The city solicits surveys from its citizens and partner agencies during the planning process and citizen meetings. All responses are reviewed and compiled and included in the citizen participation section attached. The City believes that the input from the hearings, other city and public meetings during the year, and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan are feasible and attainable, and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Hattiesburg	
CDBG Administrator	Hattiesburg	Urban Development D/Community Development Division
HOPWA Administrator		
HOME Administrator	Hattiesburg	Urban Development D/Community Development Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Hattiesburg's Urban Development Department/Community Development Division is responsible for the administration of both CDBG and HOME funds.

Consolidated Plan Public Contact Information

City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Hattiesburg encouraged participation in developing the 2026-2027 AAP by soliciting input from the public, local government representatives, public housing authorities, non-profit agencies and various social service agencies through its traditional advertising method. Additionally, the City promoted public hearings via the City's website and Facebook to reach as many interested parties as possible.

The City of Hattiesburg's Planning Division encompasses floodplain management for the City. Representatives of county government from Forrest and Lamar counties responsible for the management of water resources, flood areas and emergency management were invited to participate and encouraged to submit comments during the annual action plan process.

The City of Hattiesburg is currently working with C-Spire Broadband service providers to install and link eligible low-income residents with high-speed internet access utilizing CDBG-CV funding for 2026.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are like the former Housing Round Table, which included the City's Urban Development Department, Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Southeast Coalition of Homelessness, which both serve homeless people; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The Hattiesburg Housing Authority serves approximately 296 residents in its three housing developments, Briarfield Homes, Robertson Place, and Hope Drive. The Authority does not administer a Section 8 Program. Hattiesburg Housing Authority continues to host monthly resident meetings at each of its developments to engage its residents. Guest speakers bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA continues to host National Night Out Against Crime events and use them as an opportunity to engage residents.

The City of Hattiesburg continues to require, as a component of its Down Payment Assistance Program, homebuyer education requirements, which are available to attendees at no or minimal cost through

various agencies. The City will continue to work with public housing management to encourage homeownership options through down payment assistance and general self-sufficient training.

The City continues the work to bolster mental health services by way of a Behavioral Health Court partnership with Southeast Coalition on Homelessness, (formerly Pine Belt Mental Healthcare Resources), and to coordinate efforts toward functionally ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Hattiesburg is a part of the 71-county "Balance of State" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless people, the City does not access or input information into HMIS.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Hattiesburg does not receive ESG funds. The City plans to work directly with the Balance of State Continuum of Care during the planning and allocation of the funds they receive as well as coordinating on the CDBG funds allocated for public services.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Hattiesburg Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city works closely with Hattiesburg Housing Authority on a regular basis throughout the year in one on one and local services meetings. Notifications to participate in Agency Needs and Survey and Public Hearings for input into the planning of the AAP were emailed on April 7, 2026, and June 5, 2026.
2	**Agency/Group/Organization**	PINE BELT MENTAL HEALTHCARE RESOURCES
	Agency/Group/Organization Type	Services-Health Services-Education Health Agency Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city works closely with Pine Belt Mental Healthcare on a regular basis throughout the year in one-on-one and local services meetings. Notifications to participate in Agency Needs and Survey and Public Hearings for input into the planning of the AAP were emailed on April 7, 2026, and June 5, 2026.

3	**Agency/Group/Organization**	AIDS Services Coalition
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy HOPWA Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city works closely with AIDS Services Coalition on a regular basis throughout the year in one on one and local services meetings. Notifications to participate in Agency Needs and Survey and Public Hearings for input into the planning of the AAP were emailed on April 7, 2026, and June 5, 2026.
4	**Agency/Group/Organization**	Habitat for Humanity in Hattiesburg, MS
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city works closely with the Habitat for Humanity on a regular basis throughout the year in one on one and local services meetings. Notifications to participate in Agency Needs and Survey and Public Hearings for input into the planning of the AAP were emailed on April 7, 2026, and June 5, 2026.
5	**Agency/Group/Organization**	THE SALVATION ARMY, HATTIESBURG
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city works closely with the Salvation Army on a regular basis throughout the year in one-on-one and local services meetings. Notifications to participate in Agency Needs and Survey and Public Hearings for input into the planning of the AAP were emailed on April 7, 2026, and June 5, 2026.
6	**Agency/Group/Organization**	Local Internet Providers
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Public Housing Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	C Spire and Sparklight are two local broadband internet service providers that is marketed and available to the low-income. C Spire supports the Lifeline program in Mississippi, a government benefit program that provides wireless service that meets the minimum broadband standards and/or for wireless/wireline service that only meets the minimum voice standards at a discounted rate. Sparklight provides affordable service to households that qualify for federal assistance through their Lift Internet program.

Identify any Agency Types not consulted and provide rationale for not consulting

Local Agencies, non-profit organizations, local governments, neighborhood groups that the Community Development Division maintain as their informational contacts were notified by email requesting participation and notification of public meetings.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	MS United to End Homelessness	The goals are consistent, identifying the continued need to develop an effective strategic plan, secure adequate resources & stimulate improved participation of the community in the long-term efforts to address poverty, prevent homelessness and improve the quality of life for Hattiesburg residents.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Optional

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Hattiesburg complies with our Citizen Participation Plan, which contains the City's policies and procedures for public involvement in the 2026-2027 Annual Action Plan. The City's plan dictates a 30-day comment period prior to City Council approval of the Annual Action Plan.

A public notice was approved by council to be published in the Hattiesburg Post alerting the public that the City was seeking public input as to the specific needs, ideas, and projects that will benefit low-moderate income citizens in Hattiesburg with the utilization of the CDBG and HOME funds with the 2026 grant funding.

The city emailed notifications to the Community Development Division Community partners list of Neighborhood Associations, Citizens and Non-Profits (April 7, 2026, and June 5, 2026) and posted on its website and Facebook social media account. (citizen participation documents are attached). Information submitted in the notifications was requests to attend the upcoming public meetings, comment form and a flyer notification.

Surveys received to date identify the public needs to best utilize CDBG and HOME Funds during the fiscal year. Housing has always been the most identified needs by the citizens. The City of Hattiesburg continually provides funding for housing and housing related projects. Providing homeowner housing repairs, homebuyer assistance and tenant based rental assistance, all of which also alleviates homelessness and preserves affordable housing. Funding to public service agencies to assist low and moderate income with various needs, such as financial assistance for food and housing, medical, childcare. abuse, education, etc.

The city held two public meetings, April 28, 2026, and June 18, 2026, to receive public input into the community needs and review of the proposed utilization of funding.

The City Council approved the proposed 2026 Action Plan on August 4, 2026.

Review of the plan is available for a 30-day review June 19, 2026, to July 20, 2026. The Plan is available on the City's Website, City Hall and the Community Development Division.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	City Website	Non-targeted/broad community	No response received	None	None	www.hattiesburgms.com
2	Email Notifications	Non-targeted/broad community Local agencies, Non-profits, local governments, Neighborhood Groups, Citizens	Email notifications - Notice of Public Hearings requesting public participation and surveys sent on April 7, 2026, and June 5, 2026	None	None	
3	Newspaper Ad	Non-targeted/broad community	4/9/26 Proof of Publication of Public Hearings and notice of 30-day comment period of draft.	None	None	

4	Public Meeting	Non-targeted/broad community Residents of Public and Assisted Housing	April 28, 2026 - Public Meeting - 19 people attended, which included representative of local government, grant writer and housing developer attended along with City Staff.	General questions were on the eligible uses of CDBG and HOME funds for housing development, new construction, eligible uses for businesses and how to become a CHDO. Ms. McCarty and Ms. Johnson answered all questions and encouraged citizens to contact the CD Department for specific documentation and processes. Summary of public hearing and comments are attached in the Citizen Participation Section.	none	

5	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	June 18, 2026 - Public Hearing - 9 people attended the public hearing	General questions were on the eligible uses of CDBG and HOME funds for housing development and repairs, homelessness shelters, and nonprofit funding. Ms. Johnson held the public hearing and answered all questions and encouraged citizens to contact the CD Department for specific documentation and processes. Summary of public hearing and comments are attached in the Citizen Participation Section.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	City Website, Newspaper Ad, City Hall	Minorities Persons with disabilities non-targeted/broad community Residents of Public and Assisted Housing	30-Day Public Review of the Draft 2026 Annual Action Plan. Comments will be received from June 19, 2026, through July 20, 2026.	No comments were received during the 30-day comment period.	None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

April 6, 2026, HUD notified the City of Hattiesburg of its PY 2026 CDBG Funding Allocation of $549,521.00 and HOME Funding Allocation of $278,371.0390. The City does not anticipate generating any program income during PY 2026. Use of funds for 2026 will primary be utilized for housing programs, (owner occupied housing rehabilitation, emergency and minor housing repairs and tenant based rental assistance, project activity delivery costs, and required CHDO set-aside) using eligible CDBG and HOME funds. In addition, funds will be utilized for Public Service Agencies and Planning and Administration costs.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	549,521.00	0.00	0.00	549,521.00	549,521.00	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	278,371.03	0.00	0.00	278,371.03	278,371.00	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has no required matches for either CDBG or HOME. While we do not formally identify leverage resources, our partnerships with other non-profit entities, the city's long- term planning in lower income neighborhoods, transit, and the like, and the city's aggressive approach to improving infrastructure throughout the city

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State-owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase. Currently the City is utilizing land acquired with prior year CDBG funds and proposed prior and current year CDBG funding to rehabilitate an old church into a community center, which is now in construction stage and anticipated completion during this fiscal year.

Discussion

The city hopes to continue its partnerships through groups such as the MUTEH (Mississippi United to End Homelessness) and the Southeast Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the city values these and other such partnerships as community partners and brings differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City has hired a Homeless Coordinator to work directly with the Southeast Homeless Coalition to address homeless issues, with a special emphasis on veterans and the chronic homeless population. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, and the Mississippi Home Corporation.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Access to Affordable Housing	2023	2027	Affordable Housing	Citywide	Increase Affordable Housing Inventory/Condition	CDBG: $230,000.00 HOME: $150,000.00	Homeowner Housing Rehabilitated: 15 Household Housing Unit Direct Financial Assistance to Homebuyers: 4 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted
2	CHDO Set-aside	2023	2027	Affordable Housing	Citywide	Increase Affordable Housing Inventory/Condition	HOME: $41,755.65	Homeowner Housing Added: 1 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Address High Priority Public Service Needs	2023	2027	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services- Non-Housing Community Development	CDBG: $60,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
4	Provide Residents with Suitable Living Environment	2023	2027	Non-Housing Community Development Improve Living Environment	Low/Mod Census Tracts	Public Facilities and Resources Improvements	CDBG: $64,616.80	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted
5	CDBG Administration and Planning	2023	2027	administration	Citywide	Address and Prevent Homelessness Increase Affordable Housing Inventory/Condition Public Services- Non-Housing Community Development Public Services- Housing Public Facilities and Resources Improvements	CDBG: $109,904.20	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	HOME Administration & Planning	2023	2027	Administration	Citywide	Address and Prevent Homelessness Increase Affordable Housing Inventory/Condition Public Services- Non-Housing Community Development Public Services- Housing Public Facilities and Resources Improvements Improve Community Resilience/Ability to Respond	HOME: $27,837.10	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Improve Access to Affordable Housing
	Goal Description	Improve Access to Affordable Housing CDBG - Owner occupied Housing Repair and Emergency Repair program (roof, minor repairs, plumbing, etc.) - City Wide HOME - Homebuyer Assistance Program - City Wide HOME TBRA - Household Income Eligible Rental Assistance - City Wide All Assistance provided for 100% low-and moderate Income
2	**Goal Name**	CHDO Set-aside
	Goal Description	
3	**Goal Name**	Address High Priority Public Service Needs
	Goal Description	
4	**Goal Name**	Provide Residents with Suitable Living Environment
	Goal Description	CDBG Infrastructure funding will install ADA compliant sidewalks in a low- and moderate-income neighborhood.
5	**Goal Name**	CDBG Administration and Planning
	Goal Description	
6	**Goal Name**	HOME Administration & Planning
	Goal Description	Administration and planning funds will pay for eligible costs required to administer the HOME Entitlement Programs in compliance with federal, state and local regulations and policies. Fair housing educational outreach activities will also be supported with HOME funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds for 2026.

Projects

#	Project Name
1	2026 CDBG Administration and Planning
2	2026 CDBG Housing Programs
3	2026 CDBG Public Services
4	2026 CDBG Public Infrastructure
5	2026 HOME Administration and Planning
6	2026 Homebuyer Assistance
7	2026 HOME Tenant Based Rental Assistance (TBRA)
8	2026 HOME CHDO Set-Aside

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For the 2026 CDBG and HOME Program Years, the City of Hattiesburg's basis for allocation investments into housing needs for low-and moderate-income residents. These projects and activities include CDBG Emergency and Minor Homeowner Housing Repairs, HOME Homebuyer Assistance, Tenant Based Rental Assistance and set-aside HOME funding for an eligible Community Housing Development Organization. The city will also assist several local public service agencies that provide services to the low-income citizens of Hattiesburg and utilize public infrastructure by providing sidewalks to a low- and moderate-income neighborhood.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2026 CDBG Administration and Planning
	Target Area	Citywide
	Goals Supported	CDBG Administration and Planning
	Needs Addressed	Address and Prevent Homelessness Increase Affordable Housing Inventory/Condition Public Services- Non-Housing Community Development Public Services- Housing Public Facilities and Resources Improvements Expand Business and Employment Opportunities Improve Community Resilience/Ability to Respond
	Funding	CDBG: $109,904.20
	Description	Within CDBG guidelines, anticipated expenditures include, but are not limited to salaries, wages, benefits, etc. for staff engaged in the delivery and execution of CDBG housing activities; travel expenses associated with project delivery; and other allowable expenses attributable to the delivery and execution of housing activities in general that cannot be sufficiently attributed to the cost of any particular property or properties.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	Citywide
	Planned Activities	CDBG funds will be used to pay eligible cost associated with implementing projects and activities in compliance with applicable federal program regulations and policies.
2	**Project Name**	2026 CDBG Housing Programs
	Target Area	Citywide
	Goals Supported	Improve Access to Affordable Housing
	Needs Addressed	Address and Prevent Homelessness Increase Affordable Housing Inventory/Condition
	Funding	CDBG: $230,000.00

	Description	This project provides housing rehabilitation assistance to eligible low- and moderate-income homeowners to correct housing deficiencies and improve living conditions. Eligible activities may include HVAC repair or replacement, roofing repairs, electrical and plumbing improvements, accessibility modifications, weatherization measures, and other repairs necessary to eliminate health and safety hazards and preserve the housing stock. The project will help ensure that assisted housing units are decent, safe, sanitary, and suitable for occupancy.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	17 low- and moderate-income households
	Location Description	City Wide
	Planned Activities	CDBG funds will be utilized to support housing activities such as homeowner rehab, emergency repairs and roof repairs.
3	**Project Name**	2026 CDBG Public Services
	Target Area	City Wide
	Goals Supported	Address High Priority Public Service Needs
	Needs Addressed	Public Services- Non-Housing Community Development Public Services- Housing
	Funding	CDBG: $60,000.00
	Description	This project provides public services that benefit low- and moderate-income people and households. Eligible activities may include services that address community needs such as employment assistance, education and youth programs, senior services, housing counseling, health and wellness services, case management, transportation assistance, food assistance, and other eligible public service activities. The project is intended to improve the quality of life, promote self-sufficiency, and address the needs of low- and moderate-income residents in accordance with CDBG regulations.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	Average of 20 -50 households

	Location Description	
	Planned Activities	Wide range of activities such as fair housing, childcare, job training, services for seniors, homeless and homeless.
4	**Project Name**	2026 CDBG Public Infrastructure
	Target Area	Low/Mod Census Tracts
	Goals Supported	Provide Residents with Suitable Living Environment
	Needs Addressed	Public Facilities and Resources Improvements
	Funding	CDBG: $64,616.80
	Description	This project provides public infrastructure improvements through the construction, reconstruction, repair, and replacement of sidewalks and related pedestrian facilities in eligible service areas. Activities may include sidewalk installation and repair, curb and gutter improvements, curb ramps, drainage improvements, and other associated infrastructure necessary to enhance pedestrian safety, accessibility, and connectivity. The project is designed to improve access to public facilities and services, eliminate barriers to mobility, and benefit low- and moderate-income residents by providing safe and accessible pedestrian infrastructure.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	average of 20 - 50 low- and moderate-income households
	Location Description	Low-income neighborhood
	Planned Activities	Installation of ADA compliant sidewalks in low-income neighborhood
5	**Project Name**	2026 HOME Administration and Planning
	Target Area	Citywide
	Goals Supported	HOME Administration & Planning
	Needs Addressed	Address and Prevent Homelessness Increase Affordable Housing Inventory/Condition
	Funding	HOME: $27,837.00

	Description	Within HOME guidelines, anticipated expenditures include, but are not limited to salaries, wages, benefits, etc. for staff engaged in the administration of HOME programs; publications; environmental studies; lead/asbestos hazard analysis; market studies; planning activities; travel expenses related to program administration, implementation, and continuing education.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable, administrative cost
	Location Description	City Wide
	Planned Activities	HOME Investment Partnership funds will be used to pay eligible costs associated with implementing projects and activities in compliance with applicable federal program regulations and policies.
6	**Project Name**	2026 HOME Homebuyer Assistance
	Target Area	Citywide
	Goals Supported	Improve Access to Affordable Housing
	Needs Addressed	Address and Prevent Homelessness Increase Affordable Housing Inventory/Condition
	Funding	HOME: $50,000.00
	Description	This project provides homebuyer assistance to eligible low-income households to promote affordable homeownership opportunities. Assistance may include down payment assistance, closing cost assistance, principal reduction, and other eligible HOME-funded activities that support the purchase of affordable housing. The project is designed to increase access to homeownership, expand affordable housing opportunities, and assist eligible households in obtaining safe, decent, and affordable housing in accordance with HOME Program requirements.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	up to 4 low- and moderate-income households
	Location Description	City Wide

	Planned Activities	Provide financial down payment assistance to eligible low- and moderate-income homebuyers to purchase affordable housing in the City of Hattiesburg.
7	**Project Name**	2026 HOME Tenant Based Rental Assistance (TBRA)
	Target Area	Citywide
	Goals Supported	Improve Access to Affordable Housing
	Needs Addressed	Increase Affordable Housing Inventory/Condition
	Funding	HOME: $100,000.00
	Description	This project provides Tenant-Based Rental Assistance (TBRA) to eligible low-income households in accordance with HOME Program requirements. Assistance may include rental subsidies, security deposits, utility deposits, and other eligible housing-related costs designed to help households obtain and maintain affordable housing. The project is intended to increase housing stability, expand access to decent, safe, and sanitary housing, and assist eligible households in securing affordable rental housing within the community.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	approximately 20 - 40 tenants to be assisted
	Location Description	City Wide
	Planned Activities	The goal of this activity is to assist tenants who are at risk of losing their housing.
8	**Project Name**	2026 HOME CHDO Set-Aside
	Target Area	Citywide
	Goals Supported	Improve Access to Affordable Housing CHDO Set-aside
	Needs Addressed	Address and Prevent Homelessness Increase Affordable Housing Inventory/Condition
	Funding	HOME: $41,755.65

	Description	This project utilizes HOME Investment Partnerships Program funds reserved for Community Housing Development Organizations (CHDOs) to support the development and preservation of affordable housing for low-income households. Eligible activities may include the acquisition, rehabilitation, new construction, and development of affordable rental and homeownership housing, as well as other eligible CHDO-sponsored housing activities. The project is intended to expand the supply of decent, safe, sanitary, and affordable housing and strengthen the capacity of CHDOs to address local housing needs in accordance with HOME Program requirements.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	1 low- and moderate-income households
	Location Description	City Wide
	Planned Activities	Funding to be awarded to a CHDO for an affordable housing activity that benefits a low and/or very low-income household.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All housing related CDBG and HOME projects and public service projects and assistance are eligible city-wide to low and moderate-income residents. All public facilities and public infrastructure projects are in low- and moderate-income neighborhoods as per the Census Tract and Block Group designation of a minimum of 51% low-and moderate income. All housing related projects are 100% low-and moderate income eligible. Funds provided to Public Services agencies will assist eligible low-and moderate-income citizens of Hattiesburg. The City of Hattiesburg has not designated a specific area or neighborhood for funding.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	92
Low/Mod Census Tracts	8

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Hattiesburg overall meets the 51% low-and moderate-income designation. 100% of the CDBG and HOME funds are eligible city-wide as all proposed residents of the housing units will be low and very low-income households. Public Service Agencies are required to benefit households of a least 70% - 100% low and moderate income. The city is required by HUD to provide at least 70% of its CDBG funding to low-and-moderate-income citizens. The City feels these projects and activities will assist the greatest portion of eligible low-income citizens in Hattiesburg. The City of Hattiesburg has not designated a specific area or neighborhood for funding.

Discussion

not applicable

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

To help achieve its goals of providing suitable living environments and improving access to affordable housing for its low to moderate income residents, the city historically has invested a majority of its CDBG and HOME resources in housing rehabilitation and emergency repair programs. These activities benefit the owner occupants, improve the conditions of the city's housing stock and enhance the general environment of lower income neighborhoods. The city also has a history of supporting first time homebuyers through its down payment assistance program that it will continue as resources and community priorities allow. This year the city will include a program for tenant based rental assistance to assist low-income renters in maintaining affordable housing.

The City of Hattiesburg's LeadSAFE Program Grant was eliminated fiscal year 2025 as part of the current federal administration's cuts to grants and programs. The LeadSAFE Hattiesburg Program purpose was to encourages rehabilitation of housing built prior to 1979 by providing no-cost inspections to identify the presence of lead-based paint (LBP) that can permanently impair the health of children ages six and under Educating and alleviating fears of pregnant women and parents with young children about LBP Hazards is an effective tool for protecting public health and safety while encouraging the acquisition and improvement of older houses located through the community. LeadSAFE Hattiesburg also provided a variety of no-cost LBP hazard safety training courses that can lead towards EPA certification that will allow local contractors and others performing residential rehabilitation activities to perform LBP inspections, assessments and abatement. If the program and grant are restored in the future the City of Hattiesburg will re-apply for this needed program.

In Program Year 2026, the city will help build capacity of Community Development Organizations CHDOs) to assist in meeting the housing needs of Hattiesburg residents.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	47
Special-Needs	0
Total	47

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	25
The Production of New Units	1
Rehab of Existing Units	17
Acquisition of Existing Units	4
Total	47

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages a diverse range of public housing developments with a mix of town homes and single-family homes. The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg. Mississippi Reginal Housing Authority VIII (Now South Mississippi Housing Authority) does not own or operate assisted/public housing in Hattiesburg.

Actions planned during the next year to address the needs to public housing

Hattiesburg Housing Authority is continuing to seek to secure funding to rehabilitate the 1940s Briarfield Homes development from 120 functionally obsolete public housing units into assisted housing units through the Rental Assistance Demonstration (RAD) Program and its associated long-term project-based vouchers. Utilizing the City of Hattiesburg's existing HOME funds is no longer a viable option.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Hattiesburg Housing Authority encourages residents to be involved in management, which includes participating in development of capital improvement plans and serving on the Resident Advisory Board (RAB). Hattiesburg Housing Authority also encourages residents to participate in homeownership opportunities and to attend on site workshops that include homeowner education and financial literacy programs, among other topics. Resident engagement initiatives include community meetings, social events and volunteer opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

Optional

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

In collaboration with MUTEH, the Southeast Coalition on Homelessness and other local, regional and state housing service agencies, the city will continue working to address and prevent homelessness in Hattiesburg. The city will continue to pursue additional resources to support an increased number of transitional housing units and to increase the inventory of and access to permanent affordable housing throughout Hattiesburg.

Describe the jurisdictions' one-year goals and actions for reducing and ending homelessness

During PY2026, the city will continue to work with its partner agencies and will support on-going efforts to reach out to homeless people, especially unsheltered people, and assess individual needs. The city will continue to support the annual Point in Time Count. It also will encourage local agencies and organizations to take advantage of HIMS training opportunities and use the homeless information system to comprehensively improve case management and efficiency in delivery services.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During PY2026, the city will continue to work with its partner agencies and will support on-going efforts to reach out to homeless people, especially unsheltered people, and assess individual needs. The City will continue to support the annual Point in Time Count. It also will encourage local agencies and organizations to take advantage of HIMS training opportunities and use the homeless information system to comprehensively improve case management and efficiency in delivery services.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter and transitional housing needs of homeless populations are met by various agencies, including MUTEH, ASC-Hattiesburg, the Domestic Abuse Family Shelter and the Shafer Center. The City of Hattiesburg does not receive an annual ESG allocation but provides input regarding use of ESG funds to benefit with emergency and transitional housing needs within the City. The city supports expanding affordable housing options and helping homeless and near homeless individuals and families achieve self-sufficiency.

The city will provide letters of support for grant applications submitted by the Southeast Coalition on Homelessness, ASC, the Domestic Abuse Family Shelter, Inc., the Salvation Army-Hattiesburg and other agencies and organizations to assist in their efforts to provide emergency shelter and transitional housing in the city. The city also will continue working with these agencies to identify opportunities to expand local emergency shelter and transitional housing resources.

Helping homeless persons (especially chronically homeless individuals and families, families

with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City supports the on-going work of the agencies and organizations providing housing assistance services for all homeless populations in Hattiesburg, especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again. Hattiesburg's Homeless Coordinator will continue working with housing assistance providers to assist homeless and near-homeless populations with access to emergency shelter, transitional and permanent housing and supportive housing services, as needed, to meet an individual's and a family's needs. The Homeless Coordinator also helps link the near-homeless with available housing resources so they may avoid becoming homeless and helps individuals and families make the transition to permanent housing and independent living, to shorten the period that individuals and families experience homelessness. She also works with MUTEH and the Southeast Coalition on Homelessness to facilitate access for homeless individuals and families to affordable housing units and to prevent individuals and families who were recently homeless from becoming homeless again

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

During PY2026, the City of Hattiesburg will continue working with MUTEH, the Southeast Coalition on Homelessness, the Lighthouse Rescue Mission, ASC-H, and other housing assistance providers to help meet the housing and supportive services needs of extremely low-income individuals and families and those who are being discharged from publicly funded institutions and systems of care, such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions, or receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth so they may avoid becoming homeless.

In PY2026, the City will continue working with the Mississippi Regional Housing Authority VIII to expand the number of housing assistance vouchers available to the homeless and near homeless in Hattiesburg

and supports the Hattiesburg Housing Authority's plan to rehabilitate one of their multifamily public housing developments.

Discussion

The City's HOME and CDBG Programs will continue to support housing rehab and repair activities for low- and moderate-income homeowners. Historically, many of the households served by these activities include disabled and/or senior family members. Though there are no activities proposed in the 2026 action plan for the direct purpose of serving special needs populations other than the homeless, all other activities will inevitably provide indirect benefit to other special needs populations such as those with disabilities, people with HIV/AIDS, and the elderly.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Analysis of Impediments to Fair Housing Choice is a component of the statewide Analysis of Impediments to Fair Housing, which identifies local barriers to affordable housing that will require considerable resources and many years to eliminate. By working with a growing network of housing agencies, housing assistance providers, faith-based and other nonprofit organizations and residents, the city has begun the process of eliminating affordable housing barriers and is committed to providing suitable living environments for all residents, particularly to low- to moderate-income individuals and households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City reviews and updates its policies on an on-going basis, including land use and zoning regulations, building codes, schedule of fees and charges, and it has not identified any that need to be removed or ameliorated because they serve as a growth limit, adversely affect the return on residential investment or otherwise serve as barriers to affordable housing in Hattiesburg. The City's official zoning district map allows for a mixture of single- and multi-family residential units on varying lot sizes throughout the City as well as group homes in a variety of areas. Other land use regulations support sustainability and community resilience measures; promote preservation and enhancement of natural resources; and require stormwater management to improve the living environment of residents in every ward. The City complies with current building codes, which requires compliance with Americans with Disabilities Act and Fair Housing Act provisions.

With many housing units in the City constructed prior to 1979, the City not only complies with 24 CFR Part 35 in terms of lead-based paint (LBP) assessment and abatement, but it also requires homeowners and rental housing owners who participate in any of Hattiesburg’s housing programs likewise to comply.

Historically, lower-income housing tended to be in areas subject to recurring flooding since they were considered less desirable and thus more affordable. Hattiesburg, like many cities across the USA, requires new housing to be constructed at or above a specified base flood elevation to protect public health and minimize flood damage to property, which generally increases the cost of a home.

In recent years, a barrier to affordable housing was created when FEMA placed a limit on the total cost or value a homeowner may invest in repairs or rehabilitation of his/her home over a specified number of years. In some cases, this precludes homeowners from being able to protect their investment by repairing or replacing roofs and windows in between storm events. More recently, changes to the National Flood Insurance Program (NFIP) now factors in a structure’s proximity to water bodies that may

flood, regardless of the property's elevation, history of flooding, or whether it is in a flood prone zone. Thus, both FEMA regulations and the new NFIP rating system have decreased the affordability of many residences. FEMA, the insurance industry and lending institutions that require property insurance for houses with mortgages, cannot identify how many years insurance premiums will continue to increase annually for houses not in a flood zone, not at a low elevation and not having previously flooded. As one insurance industry representative stated, the only thing that is known is that the cost of residential insurance premiums will continue to increase. Unlike construction costs and property insurance premiums, which the City has no control over, Hattiesburg property taxes have not been increased recently, and permit fees and related use charges remain reasonable. The City will continue to work with the USM Institute for Disability Studies, the Mississippi Center for Justice, Mississippi Legal Services and other fair housing advocates to remove barriers identified in the Analysis of Impediments to Fair Housing

Discussion:

During PY2026, the City will continue its community outreach efforts to educate residents about their rights and responsibilities under the Fair Housing Act and will continue to work with local lending institutions, the United Way of SE MS, the Hattiesburg Public School District and volunteers to offer no-cost financial literacy workshops to improve residents' understanding of how to make their money work effectively to achieve their housing goals.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Hattiesburg will continue working to eliminate duplication of services to maximize benefits from its investment of public resources and will continue to work collaboratively with local, regional and state agencies and organizations to meet the considerable needs of its residences in all income brackets, but particularly the needs of its very low and low-income residents and those with special needs.

Actions planned to address obstacles to meeting underserved needs

The city will continue to work with local faith-based organizations and other community organizations to identify and address obstacles to meeting underserved needs in Hattiesburg. The city also will work with local, regional, state and federal agencies to expand resources available to meet the growing needs of its very low and low-income residents and homeless populations with recent increases in inflation and interest rates.

Efforts to recruit and organize volunteers to help address some of the unmet needs of the underserved, such as assisting low-income special needs residents with minor home repairs, conducting no-cost financial literacy classes, and will be made by the City and its collaborating partners to better meet the needs of the underserved.

Broadband Access for low-income neighborhoods. The City is utilizing CDBG-CV funding and has initiated a program with C-Spire, to install broadband access to Nine (9) different low-income neighborhoods within the City. The broadband will be installed on City public parks and land which accesses the low-income neighborhoods. Funding for the projects will pay for equipment and installation.

The nine areas include: 9th Street Ball Park; C E Roy Walking Trail; Dewitt Sullivan Park; Duncan Lake; Eastside Park; Hattiesburg Boxing Gym and Club; Vernon Dahmer Park; and Tatum Park.

Actions planned to foster and maintain affordable housing

The city will research ownership of vacant lots as a first step toward exploring opportunities for residential infill development, which will depend on resource availability, zoning and overall site suitability among other things. The city will encourage owners of vacant lots with abandoned structures to sell them “as is” to a nonprofit housing organization or developer for redevelopment into affordable rental housing. The City of Hattiesburg will continue to work with housing developers and realtors to encourage housing development and to provide supportive zoning that supports a diverse range of affordable housing units throughout the City, especially to meet the needs of the low-income, elderly

and those with special needs.

The city also will continue to explore the feasibility of developing less traditional housing, including

group homes and tiny or small homes. The city will invest its HOME and CDBG resources to maximize benefits provided to residents and it will continue to lobby MRHAVIII for an expanded number of housing vouchers to assist Hattiesburg residents, especially low-income, elderly and special needs populations.

Actions planned to reduce lead-based paint hazards

The City of Hattiesburg's LeadSAFE Program Grant was eliminated in 2025 fiscal year as part of the current federal administration's cuts to grants and programs. Through the hazard reduction program, the City offered no-cost paint inspections for income-eligible households whose homes were built before 1979 to determine if LBP is present. The city worked collaboratively with MSDH and local health service providers to educate parents, pregnant women, landlords and those working in housing rehabilitation or repair businesses about LBP hazards. The city will continue to check for LBP within its housing repair and rehabilitation programs, as required by HUD. No-cost brochures are available in City Hall, identifying typical sources of LBP poisoning and related information to improve awareness of this health hazard, which may permanently impair children ages six and under.

Based on information from MSDH, the public education and outreach efforts that were provided over the last several years appear to be working to decrease the number of LBP poisonings across the state.

Actions planned to reduce the number of poverty-level families

The City plans to help reduce the number of poverty level families through participation in the Continuum of Care and other nonprofit sponsored efforts. The City will continue its efforts to provide through its own programs and financial support to public service agencies for programs and/or operations, tenant-based rental assistance, housing repairs and rehabilitation and providing financial assistance for the purchase of affordable housing.

Actions planned to develop institutional structure

The city plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Southeast Coalition on Homelessness, and other similar organizations as the opportunity arises. The city will continue to assess the group for gaps in representation and work to close those gaps by bringing other valuable participants to the discussion.

Actions planned to enhance coordination between public and private housing and social

service agencies

The City of Hattiesburg will continue to collaborate with the HHA, MRHA VIII, Mississippi Home Corp, local service providers and community groups to eliminate duplication of services, more comprehensively address public and private affordable housing issues and invest its limited resources to maximize benefits to residents.

The City will continue to collaborate with other agencies and organizations to educate residents, in both public and private housing, about their rights under the Fair Housing Act and responsibilities of landlords to respond to reasonable requests.

Discussion:

By continuing to share and efficiently use resources, eliminating duplication of services and expanding the community's network of supportive services agencies, organizations and volunteers, the City of Hattiesburg is making progress toward addressing high priority needs. Through continued collaboration, work will continue to improve and expand delivery of supportive services and housing assistance to Hattiesburg's low- to moderate-income households throughout the city.

The Consolidated Plan development process has re-enforced awareness of the community's extensive needs and prioritization of those needs has been constructive. Implementation of projects and activities identified through this process will improve living environments for residents, particularly the low- and moderate-income households with improved access to affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   There are no additional forms of investment identified used or proposed during this fiscal year.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Hattiesburg Utilizes the Recapture Provisions of HOME funds for its Homebuyer Assistance Program. A copy of the Recapture Provisions is attached to this report.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Not currently applicable

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   Not currently applicable

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Preferences, policies and procedures will be documented and approved prior to program funding.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Preferences, policies and procedures will be documented and approved prior to program funding.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that

limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Not currently applicable.

Discussion:

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed $226,000, effective 12/1/2025, as per HUD single family purchase price for the City of Hattiesburg.

Eligible applicants for the City's DPA and Rehabilitation Programs are low and very low-income residents of the City. The City uses several public forums and events to promote its programs and to solicit applicants. Information may be obtained from the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not- for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.

CITIZEN PARTICIPATION

- **Public Hearings 1, and 2 - Overview and Comments**
- **Public Hearing 4-28-26 – Agenda & Sign-In**
- **Public Hearing 6-18-26 – Agenda & Sign-In**
- **Public Notifications (emails, publications, website)**
- **Citizen Comments and Surveys**

PUBLIC HEARINGS #1 and #2 Overview and Comments

PUBLIC HEARING #1 – APRIL 28, 2026, 6:00 pm. Input into the planning of the Action Plan.

The City provided a written Agenda for the public hearing, an overview of the 2026 proposed funding allocation. Comment sheets for the citizen input for the 2026 Annual Action Plan needs and goals were distributed.

Public Hearing – April 28, 2026 -_6:00 p.m. –at 300 E. 5th Street (C. E. Roy Community Center)

Nineteen (19) people attended the public hearing. Sign-in sheets and handouts are attached in the Citizen Participation Section.

Karen McCarty, Consultant for the City of Hattiesburg and Dequandra Johnson, Hattiesburg Community Development Manager conducted the public hearing. Ms. McCarty opened the meeting reviewing the proposed funding allocations and examples of eligible uses of the CDBG and HOME funds.

Oral Comments and questions during the Public Hearing:

General questions were on the eligible uses of CDBG and HOME funds for housing development, new construction, eligible uses for businesses and non-profits. Ms. McCarty and Ms. Johnson answered all questions and encouraged citizens to contact the CD Department for specific documentation and processes.

No written comments were received.

PUBLIC HEARING #2 – JUNE 18, 2026 – 6:00 P.M.- Input into the planning of the Action Plan

Public Hearing – June 18, 2026 – 6:00 pm – 723 Main Street (Hattiesburg Cultural Center).

Nine (9) people attended the public hearing. Sign in sheets and handouts are attached in the Citizen Participation Section. Attendance was a surprise as the City and local areas received severe weather conditions during the day and early evening.

Dequandra Johnson, Hattiesburg Community Development Manager conducted the public hearing. Ms. Johnson opened the meeting reviewing the proposed funding allocations and

the cities proposed projects and activities to be provided with the 2026 Annual Funding. As with prior years programs and prior surveys and request for funding housing has been the biggest need requests, from more affordable housing, insurance cost, especially flood insurance, housing repairs and high rents. The city is trying to touch as much of these concerns with housing issues and providing funds to nonprofits to help with individual costs.

Oral comments during the hearing:

General questions were on the eligible uses of CDBG and HOME funds for housing development, homeless shelters and services, nonprofit funding, and infrastructure. Ms. Johnson answered all questions and encouraged citizens to contact the Community Development Department for specific documentation and processes.

Ms. Johnson answered all questions and encouraged citizens to contact the CD Department for specific answers, documentation and processes.

One written comment and one survey was received and are attached in the Citizen Participation Section.

30 DAY DRAFT REVIEW OF 2026 ANNUAL ACTION PLAN:

The 2026 Annual Action plan was available for review June 19, 2026, to July 20, 2026.

Overall, during the public hearings and 30-day comment period, the City of Hattiesburg received 15 written comments and surveys. Summary of comments received during the public hearings are summarized below, and all documents are attached to the Citizen Participation Section.

SUMMARY OF SURVEY RESULTS –

Surveys were distributed at the public meeting to provide input into the community's need for the city and neighborhoods. The survey questions were on the type of projects and activities eligible under CDBG and HOME programs.

Type of Project or Activity: (Responses ranked highest to lowest response). The majority of responses included high or highest needs on all community needs.

- Affordable Housing Development
- Infrastructure Improvements

- Housing Rehabilitation/Repairs
- Public Services
- Homebuyer Assistance
- Economic Development
- Tenant Based Rental Assistance
- Demolition of Unsafe Structures

CITY OF HATTIESBURG PUBLIC HEARING

PROPOSED 2026 -2027 ANNUAL ACTION PLAN FOR HUD CDBG AND HOME ENTITLEMENT PRORAMS

Tuesday, April 28, 2026, 6:00 p.m.

AGENDA

I. Welcome and introduction – Karen McCarty, Consultant for the City of Hattiesburg

II. Overview of Community Development Block Grant (CDBG) and HOME Investment Partnership Entitlement Programs

III. 2026 Annual Action Plan Allocated Resources & Discussion of Proposed Activities.

2026 CDBG Entitlement Program Allocation	$ 549,521.00
2026 HOME Entitlement Program Allocation	$ 278,371.03
Approximate Total	$ 827,892.03

IV. Citizen Participation

Oral and written input regarding the housing and non-housing community development needs of the City of Hattiesburg are appreciated and will be considered during development of the 2026 – 2027 Annual Action Plans for CDBG and HOME Entitlement Programs.

V. Conclusion

Written comments may be emailed or mailed to the City of Hattiesburg Community Development Division/Urban Development, P.O. Box 1598 Hattiesburg, MS 39403 or emailed to cdbg@hattiesburgms.com. To be considered during development of the plans, written and oral comments must be received by July 20, 2026, at 5:00 p.m.

CDBG AND HOME ENTITLEMENT FUNDS
ELIGIBLE ACTIVITIES AND PROJECTS

GENERAL OVERVIEW:

The City of Hattiesburg is designated by the Department of Housing and Urban Development to be an "Entitlement" entity to annually receive funding for the Community Development Block Grant Program (CDBG) and the HOME Investment Partnership Program (HOME). The city is required to complete a five-year Consolidated plan to identify its housing, community development and supportive housing needs and an annual action plan on the funding and projects that the city anticipates accomplishing with that annual funding. This proposed 2025 Annual Action Plan is the 3rd year of the 2023-2027 Consolidated Plan.

HUD Goals for funding usage

- Provide decent housing.
- Provide suitable living environments.
- Expand economic development.

Each Project must Meet a National Objectives

- Projects that principally benefit low-and moderate-income persons
- Projects that prevent or eliminate slums and blight.
- Project designed to meet needs having a particular urgency.

Examples of Eligible Activities for the CDBG Program

- Acquisition of property for a public purpose.
- Infrastructure improvements, including water systems, wastewater system and solid waste system improvements.
- Rehabilitation of owner-occupied houses to benefit low to moderate-income households.
- Installation of sidewalks and streetlights in residential areas where the majority of households are low to moderate-income.
- Public services to address high priority unmet community needs.
- Special economic development activities.
- Urgent needs and emergency grants to address community development needs have a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

Examples of Eligible Activities of the HOME Program

- Construction or rehabilitation of affordable housing for eligible residents.
- Down payment assistance program for qualified first-time homebuyers.
- Rehabilitation of multi-family rental housing for low to moderate-income residents
- Tenant-based rental assistance.

SIGN IN SHEET

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

2026/27 ANNUAL ACTION PLAN PUBLIC HEARING #1

LOCATION: C E ROY COMMUNITY CENTER | 300 E 5TH ST. | H'BURG, MS		DATE: TUESDAY, APRIL 28, 2026	TIME: 6:00 P.M.
NAME	ADDRESS	EMAIL ADDRESS	PHONE #
Dequandra Johnson	Cott	djohnson@hattiesburgms.com	601.545.4597
Bethany Rigney	Cott	brigney@hattiesburgms.com	601-325-0583
Karen McCarty	Cott Consultant	Karenmccarty@ymail.com	228-380-8589
Sandra Chambers Jerald	606 Durma Ave	Sandra.jerald	404-477-83[illegible]
Cathy Dyess	4 Deford Place	cathy_dyess@comcast.net	601 270-1123
Sandra Ali	ASC - 90.169, Hattiesburg	sali@ascms.org	601-329-2425
Sandra Mayo	112 Barry St	mottetwings and more	(601)913-8510
Robin J. Moffett	121 College St 39401	rmoffett@ascms.org	601 450 4286
Kristen Wilson		kwilson@hattiesburgms.com	601-788-7268
Jeffrey George	904 Ivy Lane 39401	jrgeorge@hattiesburgms.com	601-620-3388
Cynthia Young	5712 US Hwy 49S	fieldhouseforhomeless@email.com	769-390-5869
Tracy Coleman	1181 College Dr #5163	USM/IDS	601-266-6063
Reshma Sinn	7 Vermont Dr Petal	dr.reshmasinn@gmail.com	601-434-9400
Lynn Waller	408 E 7th St, 39401	lynn2020waller@gmail.com	6014476195

SIGN IN SHEET

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

2026/27 ANNUAL ACTION PLAN PUBLIC HEARING #1

LOCATION: C E ROY COMMUNITY CENTER | 300 E 5TH ST. | H'BURG, MS	DATE: TUESDAY, APRIL 28, 2026	TIME: 6:00 P.M.

NAME	ADDRESS	EMAIL ADDRESS	PHONE #
Mrs. Owinda Marchbanks	1005 N. 30th Ave	owindambanks@gmail.com	301503-0260
Wilma Adams	404 Bouie St	wjadams9747@gmail.com	704-771-7989
Alfreda Cook	99 Barry St.	thisismemsfreda@gmail.com	601-402-2704
Tammi Ellis	923 Mobile St		601-596-0515
Curtis Gay	[illegible]		

SIGN IN SHEET

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

2026/27 ANNUAL ACTION PLAN PUBLIC HEARING #1

LOCATION: C E ROY COMMUNITY CENTER | 300 E 5TH ST. | H'BURG, MS	DATE: TUESDAY, APRIL 28, 2026	TIME: 6:00 P.M.

NAME	ADDRESS	EMAIL ADDRESS	PHONE #

CITY OF HATTIESBURG PUBLIC HEARING
PROPOSED 2026 ANNUAL ACTION PLAN
FOR HUD CDBG AND HOME ENTITLEMENT PROGRAMS
Thursday, June 18, 2026, 6:00 p.m.

AGENDA

I. Welcome and introduction – Karen McCarty, Consultant for the City of Hattiesburg

II. Overview of Community Development Block Grant (CDBG) and HOME Investment Partnership Entitlement Programs.

III. 2026 Annual Action Plan Approximate Resources & Discussion of Proposed Activities.

- **Overview, Requirements, Deadlines, Amendments**

2026 CDBG Entitlement Program Allocation	$549,521.00
2026 HOME Entitlement Program Allocation	$278,371.03

PROPOSED PROJECTS AND USE OF 2026 CDBG AND HOME FUNDING

CDBG -	Emergency/Minor Housing Repairs	$230,000.00
	Public Service Agencies	$ 60,000.00
	Infrastructure -Sidewalks	$ 64,616.80
	CDBG Admin and Planning	$109,904.20
HOME	CHDO Set-Aside	$ 41,755.65
	Tenant Based Rental Assistance	$100,000.00
	Homebuyer Assistance	$ 50,000.00
	HOME Admin and Planning	$ 27,837.10

IV. Citizen Participation

Oral and written input regarding the housing and non-housing community development needs of the City of Hattiesburg are appreciated and will be considered during development of the 2026 Annual Action Plans for CDBG and HOME Entitlement Programs.

V. Conclusion

The Draft of the 2026 Annual Action Plan will be available June 19, 2026 to July 20, 2026. Copies may be viewed on the City's Website, City Hall and Community Development Department located at 200 Forrest Street.

Written comments for the 2026 Action Plan may be mailed to the City of Hattiesburg Community Development Division/Urban Development, P.O. Box 1598 Hattiesburg, MS 39403 or emailed to cdbg@hattiesburgms.org or called in to 601-554-1006. Written and oral comments must be received by 5:00 p.m. Monday, July 20, 2026.

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

sign-in sheet

2026/27 ANNUAL ACTION PLAN PUBLIC HEARING

DATE: JUNE 18, 2026

LOCATION: HATTIESBURG CULTURAL CENTER | 6 PM
723 MAIN STREET | HATTIESBURG, MS 39401

Name (Please Print)	E-mail	Phone
Quanealius Funchess	qfunchess@yahoo.com	601-455-2007
Dequandra Johnson	Cott	601-545-4597
LeAnn Vance	lvance@hattiesburgms.com	601-6064732
Sherry & Jim DRYDEN	jsdryden@gmail	601-310-3969
RASHARD OWENS	rashard@spiritofrefuge.org	6014472809
Robin Anders	Robin@Spiritofrefuge.org	(601)466-0457
Raphael D. Bruce	raphaeldbruce@gmail.com	404-918-2950
Miley Quinn	COH	601-545-4609

Public Hearing for 2026/27 Action Plan

From: CDBG (cdbg@hattiesburgms.com)

Date: Tuesday, April 21, 2026 at 11:06 AM CDT

Dear Community Partners,

We hope this message finds you well!

This is a friendly reminder that the City of Hattiesburg will be hosting the first of two public hearings regarding the 2026/27 Action Plan, and we would value your participation.

Tuesday, April 28th, at 6:00 p.m.

C. E. Roy Community Center

300 5th Street, Hattiesburg

This hearing is an important opportunity to share your input, help shape community priorities, and ensure your voice is included as we plan for upcoming programs and projects. Your feedback and continued partnership are essential to meeting the needs of Hattiesburg residents, particularly those served through our housing and community development initiatives

We kindly ask our community input partners to submit any comments on the 2026/27 Annual Action Plan using the attached form.

Please submit your feedback by May 26th so we can thoughtfully review and consider all input for potential revisions.

Additional details about the hearings are included in the attachment. Please feel free to share this information with members of your organization and community.

If you have any questions, please call (601) 554-1006 or email cdbg@hattiesburgms.com.

Thank you for your continued partnership!

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

2026 Annual Action Plan Flyer.png
622.2 kB

2026 AAP Amendment Comment Form (local partners).pdf
273.2 kB

Invitation to Participate: Second Public Hearing for the 2026-2027 Annual Action Plan

From: CDBG (cdbg@hattiesburgms.com)

Date: Friday, June 5, 2026 at 04:30 PM CDT

Dear Community Partners,

The City of Hattiesburg invites you to attend and participate in the second public hearing regarding the 2026-2027 Annual Action Plan.

The hearing will be held on **Thursday, June 18, 2026, at 6:00 p.m.** at the **Hattiesburg Cultural Center, located at 723 Main Street, Hattiesburg, MS**.

During this hearing, the City will present its proposed plan for the use of anticipated federal funding for the 2026-2027 program year. Your input is important to ensuring that community needs and priorities are reflected in the planning process, and we would value your participation.

Written comments on the proposed Annual Action Plan will be accepted through July 19, 2026.

We encourage you to attend, share your perspectives, and help us continue to strengthen our community through these investments.

If you have any questions, please feel free to contact our office at (601) 554-1006 or email cdbg@hattiesburgms.com.

Thank you for your continued partnership and commitment to serving the residents of Hattiesburg.

Sincerely,

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

2026 AAP Meeting #2 Flyer.png
1.7 MB

2026 AAP Amendment Comment Form (local partners).pdf
275.6 kB

PUBLIC NOTICES

June 18, 2026 – PUBLIC HEARING

The City of Hattiesburg's Community Development Division will conduct a public hearing for the proposed 2026/27 Annual Action Plan on **Thursday, June 18, 2026.**

The Annual Action Plan outlines the proposed allocation of federal funding to address community development and housing priorities identified through the public participation process. This is the second public hearing for the proposed plan.

The public hearing will take place at **6 p.m.** at the **Hattiesburg Cultural Center, located at 723 Main Street**, Hattiesburg, MS. Residents, stakeholders and community partners are encouraged to attend.

Attendees will have the opportunity to review the proposed plan and provide public comment before final adoption and submission. Public input plays an important role in shaping the City's housing and community development priorities.

ADA accommodations and language assistance are available upon request. Please call 601-554-1006 for accommodations.

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April 28, 2026 – PUBLIC HEARING

The City of Hattiesburg's Community Development Division will conduct a public hearing for the 2026/27 Annual Action Plan on Tuesday, April 28, 2026.

The Annual Action Plan outlines how the City proposes to use U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME funds for housing and community services during the upcoming program year. This is the first of two public meetings where residents can provide input and help shape the City's plan.

The public hearing will take place at 6 p.m. at the C.E. Roy Community Center, located at 300 E. 5th Street, Hattiesburg, MS 39401. Citizen participation is encouraged.

Residents are invited to share feedback on community needs, housing priorities and the use of federal funds that support local programs and services. Public input plays an important role in developing the Annual Action Plan.

Assistance for persons with disabilities is available upon request. Please call 601-554-1006 for accommodations.

February 25, 2026 – PUBLIC HEARING

The City of Hattiesburg's Community Development Division will conduct a public hearing on the 2025 Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER summarizes how the City used U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME funds during Program Year 2025. The public hearing provides an opportunity for residents to review and comment on the City's overall program performance.

The public hearing will take place on **Wednesday, February 25, 2026, at 6 p.m.** at the **Jackie Dole Sherrill Community Center**, located at **220 W. Front Street, Hattiesburg, MS 39401**. Citizen participation is encouraged.

Written comments on the 2025 CAPER will be accepted **February 26 through March 16, 2026**, and may be submitted to the **Community Development Division**, P.O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403, or by email at **cdbg@hattiesburgms.com**.

Assistance for persons with disabilities is available upon request. Please call **601-554-1006**.

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URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

Your Community. Your Impact.

PUBLIC HEARING

2026/27 ANNUAL ACTION PLAN

Tuesday, April 28, 2026

6:00 pm

C. E. Roy Community Center
300 E 5th Street | Hattiesburg, MS 39401



We Want Your Input!

Join us to share your input on how federal funds (CDBG/HOME) should be used for housing and community services. This is the first of two meetings where residents can help shape the City's Annual Action Plan. Your voice matters. Come be part of the process!

- Meeting #1: Tuesday, April 28, 2026
- For accommodations, call 601-554-1006

JOIN US!

Community Development Office:
City Hall | 200 Forrest St.

601-554-1006

www.hattiesburgms.com

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. 5th 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.

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 in advance of the meetings.

COMMENT FORM

2026/27 Annual Action Plan

Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2026/27 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). **Comments on the Action Plan will be received until July 20, 2026, 5:00 p.m. Written comments may be mailed or delivered to 200 Forrest Street or emailed to cdbg@hattiesburgms.com.**

Comments: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Use the back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

_____

_____

3141

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P.O. Box 1898
Hattiesburg, MS 39403-1898

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THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, aweekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 399 ✓ Published 1 times

Date 1st Published: Apr 9 Amt: 47.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

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Proof of Publication Fee: 3.00

TOTAL: 50.88 ✓

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9 day of April, 2026, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Jennifer Street

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 493847 JENNIFER JOY STREET Commission Expires Dec. 4, 2028 FORREST COUNTY

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- ☐ App: _____
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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. 5th 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.

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 in advance of the meetings.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton/s/
CITY CLERK
(SEAL)
Toby Barker, Mayor
Published April 9, 2026

COMMENT SHEET

City of Hattiesburg
Proposed 2026 Annual Action Plan
CDBG and HOME Entitlement Programs

The City of Hattiesburg is in the process of soliciting citizen and stakeholder input for its proposed **2026 Annual Action Plans** for use of CDBG and HOME Program funding. Any input you have concerning the housing and/or non-housing community development needs of the City of Hattiesburg is valued and will be considered during this process, and will be included in the final plan for submission to the Department of Housing and Urban Development.

Name: Quantalius Funchess Phone (601) 455-2007

Address: _____ E-mail: qfunchess@yahoo.com

Organization Represented (if applicable): _____

COMMENTS: Is there a way to use vacant business on Broadway or any building & business big enough to help shelter the homeless? And can there be a way to help them get back on there feet to get back to society.

Comments on the Action Plan will be received until July 20, 2026, 5:00 p.m. Comments may be mailed or delivered to the Community Development Division, 200 Forrest Street, or emailed to cdbg@hattiesburgms.com. If you have any questions, please contact Community Development at 601-554-1006.

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

2026/27 ANNUAL ACTION PLAN

Help shape how federal Community Development Block Grant (CDBG) and HOME funds are used in our community!

We want to hear from YOU! Your input helps shape how funding is used to improve the quality of life in Hattiesburg, especially for low-to-moderate-income individuals and families. Please take a few moments to share your thoughts.

Please rate the level of need for each of the following based on what you believe is most needed in the community.

	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	○	○	✓
Tenant-Based Rental Assistance	○	○	○	○	✓
Demolition of Unsafe Structures	○	○	○	○	✓
Public Services	○	○	○	○	✓
Economic Development	○	○	○	○	✓
Homebuyer Assistance	○	○	○	○	✓
Infrastructure Improvements	○	○	○	○	✓
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

- ○ Have you received assistance before? Yes ☐ No ☑ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: _____

Thank you for your input!

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	○	○	●
Tenant-Based Rental Assistance	○	○	○	●	○
Demolition of Unsafe Structures	○	○	○	○	●
Public Services	○	○	○	●	○
Economic Development	○	○	○	○	●
Homebuyer Assistance	○	○	○	●	○
Infrastructure Improvements	○	○	○	○	●
Homeless Prevention	○	○	○	○	●
Affordable Housing Development	○	○	○	○	●

Additional Information (Optional)

○ Have you received assistance before? Yes ☐ No ☑ If yes, which program? _____

○ (optional) Neighborhood/area _____

○ (optional) Income range _____

X Comments: Ms. McCarty - Should use the mic the entire presentation - to be better understood (Please!)

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Housing Rehabilitation	○	○	○	○	✓
Tenant-Based Rental Assistance	○	○	○	○	✓
Demolition of Unsafe Structures	○	○	✓	✗	○
Public Services	○	○	✓	✗	○
Economic Development	○	○	○	○	✓
Homebuyer Assistance	○	○	✓	✗	○
Infrastructure Improvements	○	○	○	✓	○
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No □ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: _____

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	○	✓	○
Tenant-Based Rental Assistance	○	○	○	✓	○
Demolition of Unsafe Structures	○	○	✓	○	○
Public Services	○	○	✓	○	○
Economic Development	○	○	○	✓	○
Homebuyer Assistance	○	○	○	✓	○
Infrastructure Improvements	○	○	○	○	✓
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

Not to my knowledge; my predecessor or HUD would need to confirm.

- ○ Have you received assistance before? Yes □ No □ If yes, which program? _____
- ○ (optional) Neighborhood/area Hawkins Elementary School area (121 College St)
- ○ (optional) Income range 0 to $20,000.00
- ○ Comments: ASC-NONprofit inquiring about assistance for the following: infrastructure improvements, homeless prevention, and Affordable Housing Development

Thank you for your input!

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	✓	○	○
Tenant-Based Rental Assistance	○	○	○	✓	○
Demolition of Unsafe Structures	○	✓	○	○	○
Public Services	○	○	✓	○	○
Economic Development	○	✓	○	○	○
Homebuyer Assistance	○	○	✓	○	○
Infrastructure Improvements	○	○	✓	○	○
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

- ○ Have you received assistance before? Yes ☐ No ☐ If yes, which program? _____
- ○ (optional) Neighborhood/area Lamar Park
- ○ (optional) Income range _____
- ○ Comments: need more funding Homeless, Preventive

Thank you for your input!

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Housing Rehabilitation	○	○	○	○	●
Tenant-Based Rental Assistance	○	○	○	●	○
Demolition of Unsafe Structures	○	○	●	○	○
Public Services	○	○	○	●	○
Economic Development	○	○	○	●	○
Homebuyer Assistance	○	○	○	○	●
Infrastructure Improvements	○	○	○	○	●
Homeless Prevention	○	○	○	○	●
Affordable Housing Development	○	○	○	○	●

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No ☑ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: _____

Thank you for your input!

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	○	○	◉
Tenant-Based Rental Assistance	○	○	○	◉	○
Demolition of Unsafe Structures	○	○	○	◉	○
Public Services	○	○	○	○	◉
Economic Development	○	○	○	◉	○
Homebuyer Assistance	○	○	○	○	◉
Infrastructure Improvements	○	○	○	◉	○
Homeless Prevention	○	○	○	○	◉
Affordable Housing Development	○	○	○	○	◉

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No □ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: _____

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	✓	○	○
Tenant-Based Rental Assistance	✓	○	○	○	○
Demolition of Unsafe Structures	✓	○	○	○	○
Public Services	○	✓	○	○	○
Economic Development	○	✓	○	○	○
Homebuyer Assistance	✓	○	○	○	○
Infrastructure Improvements	✓	○	○	○	○
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No ✓ If yes, which program? _____
- ○ (optional) Neighborhood/area South Hattiesburg
- ○ (optional) Income range _____
- ○ Comments: Please send additional forms Tenant

Thank you for your input!

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Housing Rehabilitation	○	○	○	○	✓
Tenant-Based Rental Assistance	○	○	○	○	✓
Demolition of Unsafe Structures	○	○	○	○	✓
Public Services	○	○	○	○	✓
Economic Development	○	○	○	○	✓
Homebuyer Assistance	○	○	○	○	✓
Infrastructure Improvements	○	○	○	○	✓
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No ○ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: Any fund is used for mobile house assisting.

Thank you for your input!

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Housing Rehabilitation	○	○	○	○	✓
Tenant-Based Rental Assistance	○	○	○	○	✓
Demolition of Unsafe Structures	○	○	○	○	✓
Public Services	○	○	○	○	✓
Economic Development	○	○	○	○	✓
Homebuyer Assistance	○	○	○	○	✓
Infrastructure Improvements	○	○	○	○	✓
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No ✓ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: _____

Thank you for your input!

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Housing Rehabilitation	○	○	○	○	✓
Tenant-Based Rental Assistance	○	○	○	○	✓
Demolition of Unsafe Structures	○	○	○	○	✓
Public Services	○	○	○	○	✓
Economic Development	○	○	○	○	✓
Homebuyer Assistance	○	○	○	○	✓
Infrastructure Improvements	○	○	○	○	✓
Homeless Prevention	○	○	○	○	✓
Affordable Housing Development	○	○	○	○	✓

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No ✓ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: _____

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	○	○	☒
Tenant-Based Rental Assistance	○	○	○	○	☒
Demolition of Unsafe Structures	○	○	○	○	☒
Public Services	○	○	○	○	☒
Economic Development	○	○	○	○	☒
Homebuyer Assistance	○	○	○	☒	○
Infrastructure Improvements	○	○	○	○	☒
Homeless Prevention	○	○	○	○	☒
Affordable Housing Development	○	○	○	○	☒

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No ☒ If yes, which program? _____
- ○ (optional) Neighborhood/area _____
- ○ (optional) Income range _____
- ○ Comments: _____

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Housing Rehabilitation	○	○	○	○	●
Tenant-Based Rental Assistance	○	○	○	○	●
Demolition of Unsafe Structures	○	○	○	●	○
Public Services	○	○	○	○	●
Economic Development	○	○	●	○	○
Homebuyer Assistance	○	○	○	●	○
Infrastructure Improvements	○	○	●	○	○
Homeless Prevention	○	○	○	○	●
Affordable Housing Development	○	○	○	○	●

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No ☑ If yes, which program? _____
- ○ (optional) Neighborhood/area Parkhaven
- ○ (optional) Income range _____
- ○ Comments: _____

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	○	○	●	○
Tenant-Based Rental Assistance	○	○	●	○	○
Demolition of Unsafe Structures	○	○	●	○	○
Public Services	○	●	○	○	○
Economic Development	○	●	○	○	○
Homebuyer Assistance	○	○	●	○	○
Infrastructure Improvements	○	○	●	◎	○
Homeless Prevention	○	○	●	●	○
Affordable Housing Development	○	○	○	○	●

Additional Information (Optional)

- ○ Have you received assistance before? Yes ☐ No ☑ If yes, which program? _____
- ○ (optional) Neighborhood/area Highland
- ○ (optional) Income range _____
- ○ Comments: _____

Thank you for your input!

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	No / Little Need	Low Need	Moderate Need	High Need	Very High Need
Housing Rehabilitation	○	●	○	○	○
Tenant-Based Rental Assistance	○	○	●	○	○
Demolition of Unsafe Structures	○	○	○	●	○
Public Services	○	○	○	●	○
Economic Development	○	○	○	●	○
Homebuyer Assistance	○	○	●	○	○
Infrastructure Improvements	○	○	○	○	●
Homeless Prevention	○	○	○	●	○
Affordable Housing Development	○	○	●	○	○

Additional Information (Optional)

- ○ Have you received assistance before? Yes □ No X If yes, which program? _____
- ○ (optional) Neighborhood/area Highlands
- ○ (optional) Income range _____
- ○ Comments: _____

Thank you for your input!



HOME

RECAPTUE PROVISIONS

City of Hattiesburg

HOME Investment Partnership Program

RECAPTURE PROVISION

The City of Hattiesburg Community Development Division (CoHCDD), HOME Downpayment Assistance Program is in compliance with 24 CFR 92.254 of the HOME rule, has adopted the following recapture policy, using HUD acceptable recapture model, Reduction (or Forgiveness) During the Affordability Period.

The CoHCDD has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Recaptured funds are HOME funds which are recouped by the CoHCDD or the CHDO when HOME assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by the 24 CFR 92.254(a)(4). When HOME funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the recapture requirements described in 24 CFR 92.254(a)(S)(ii). This section sets forth the method that will be used by the CoHCDD and its CHDO's to enforce these requirements.

CoHCDD recapture option is applicable to all homebuyer activities that use HUD HOME funds. The HOME funds may be used as a direct homebuyer subsidy. The HOME investment amount shall be reduced by the CoHCDD as determined on a pro-rata basis for the amount of time the homeowner owned and occupied the property measured against the entire affordability period. This is known as a forgivable period. A portion of the HOME subsidy will be forgiven annually upon the anniversary of the closing date.

Example: A Homebuyer received HOME assistance in the amount of $10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying $10,000 (total award) by 33.33% (portion satisfied) equals $3,333. The total award can be reduced by this amount ($10,000 - $3,333) to arrive at the amount to be recaptured - $6,667. This $6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only $2,000 in net proceeds is available at sale, only $2,000 will be recaptured. If $20,000 in net proceeds is available at sale, the maximum amount $6,667 will be recaptured. Net proceed is the sales price minus the superior loan repayment and closing cost. Recaptured funds are based on the availability of funds from the net proceeds.

Affordability Period The affordability period is based upon the total amount of HOME funds subject to recapture, which is based on the amount of HOME assistance that enabled the homebuyer to purchase the home. The affordability period will be determined by the amount buyer assistance as follow:

HOME Investment Per Unit	Period of Affordability
Under $15,000	5 years
Between $15,000 to $40,000	10 years
Over $40,000	15 years

Affordability Periods are time periods in which beneficiaries are expected to continue to utilize the home as their personal residence, and restrict the beneficiary from selling or otherwise transferring the title to any other party. Transfers of property during an active affordability period will result in a recapture of a prorated share of the federal funds invested in the project. In the instance of a transfer of title (sale or otherwise) as a result of the death of the homeowner/beneficiary, the affordability period may be canceled. In the event that City staff is made aware of the death of a beneficiary (where there is no spouse or other joint applicant to carry on ownership), the City may cancel the Deed of Trust (affordability period) even before any transfer of title takes place.

During the period of affordability, the owner is required to occupy the property as their principal residence. A lien will be recorded in the amount of the buyer assistance for the affordability period to ensure full compliance with all HOME requirements.

Buyer Education Any client(s) qualified to purchase a unit that will be developed utilizing HOME program funds:

- The homebuyer must attend an eight (8) hour Home Buyer Education class. The completion certificate must be submitted to the CoHCDD.
- Prior to and at loan closing, the CHDO must clearly explain the recapture policy including net proceeds due on sale or transfer of property, the principal residency requirement and the affordability period to the homebuyer.

This explanation, with respect to recapture and distribution of net proceeds, allows the homebuyer to understand the extent to which the homebuyer's funds are at risk, and the opportunities being provided for return on the homebuyer's investment. After the explanation is provided to the homebuyer, the homebuyer will sign an affidavit as evidence of the homebuyer's understanding of and commitment to these obligations.

The City's HOME monitoring process includes assurance of proper funds management, compliance with HOME regulations, and documentation of program effectiveness. The City's process has two components: On-site monitoring and Quarterly desk review. HOME funds used

for acquisition, new construction or rehabilitation of affordable rental housing will be monitored on an annual basis by The City to ensure compliance in occupancy, rent restrictions, affordability requirements and property standards.

The City allows rental activities and projects that support and provide incentives for the development of affordable rental housing that addresses needs identified in the Consolidated Plan. These activities may include new construction, acquisition and/or rehabilitation of non-luxury housing available with rent restrictions serving low and very low-income households.

It is required of HOME recipients to maintain HOME funded properties as affordable for a minimum affordability period based on the amount of HOME funds spent on the project.

COMMUNITY DEVELOPMENT BLOCK GRANT
HOME INVESTMENT PARTNERSHIP PROGRAM

JANUARY 1, 2026 TO DECEMBER 31, 2026
Annual Action Plans

Presented to the U.S. Department of Housing and Urban Development
City of Hattiesburg
Department of Urban Development
Community Development Division
200 Forrest Street
Hattiesburg, MS 39401

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

The End

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve the sale of grave spaces per attached receipts.**
File Number: 2026-638
Minute Book #

Summary
Approve the sale of grave spaces per attached receipts.

Recommendation Statement
Approve the sale of grave spaces per attached receipts.

Please place this on the August 4, 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 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 Deimy Portillo 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: 46 Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi is known as Highland Cemetery, and containing four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August 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 4th day of August 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, Eric Pendarvis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE1/4)

Lot Number 30 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 4th day of August 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 4th day of August 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 Johnnie Williams 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 (NE 1/4)

Lot Number: 95 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 4th day of August, 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 4th day of August 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 Dexter Venson 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 Southeast Quarter (SE 1/4)

Lot Number: 91 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 4th day of August, 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 4th day of August 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 Dexter Venson 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 Northeast Quarter (NE 1/4)

Lot Number: 91 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 4th day of August, 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 4th day of August 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 Kevin Bolton 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 Northeast Quarter (NE 1/4)

Lot Number: 7 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 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 4th day of August 2026.

My Commission Expires: _____

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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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), 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 George & Leisa Neel, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half S½) of the Northeast Quarter (NE¼)
Lot 48 Section 39

and
Southeast Quarter(SE1/4)

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2024.

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 Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August 2024.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Paul & Donna Shirley, 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 61 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 4th day of August 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 4th day of August 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 Keithrich Varnado subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE 1/4)

Lot Number: 47 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 4th day of August, 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 4th day of August 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, John Walley, 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 47 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 4th day of August 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 4th day of August 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 William Andrus 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 Northwest Quarter (NW 1/4)

Lot Number: 10 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 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 4th day of August 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 FORTY-FIVE AND NO/100 Dollars ($45.00), 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 Maria Ramirez-Salvador, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #87

Lot Number: 2 Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi is known as Highland Cemetery, and contains 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 4th day of August 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 4th day of August 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, Charles & Margaret Kendrick, 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 26 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August 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 4th day of August 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, Gloria Sumrall, 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 92 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 4th day of August 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 4th day of August 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, Sherri Robinson, 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 47 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August 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 4th day of August 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, Robert & Willene Carson, 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 178 Section Number 22

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 4th day of August 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 4th day of August 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 Melissa Carpenter 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 Northeast Quarter (NE 1/4)

Lot Number: 12 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used, they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 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 4th day of August 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 Lettie Taylor subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE 1/4)

Lot Number: 15 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 4th day of August, 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 4th day of August 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 Sheila Baskin 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 Northwest Quarter (NW 1/4)

Lot Number: 71 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 4th day of August, 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 4th day of August 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 Alaija Brown 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 (SW 1/4)

Lot Number: 13 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 4th day of August, 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 4th day of August 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 Harry Dallas 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 Northwest Quarter (NW 1/4)

Lot Number: 76 Section Number: 25

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 4th day of August, 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 4th day of August 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 FORTY-FIVE AND NO/100 Dollars ($45.00), 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 Neil James Dixon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #13

Lot Number: 1 Section Number: 19

according to the Cemetery Survey of the City of Hattiesburg, Mississippi is known as Highland Cemetery, and contains 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 4th day of August 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 4th day of August 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 Harry Dallas 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 Northwest Quarter (NW 1/4)

Lot Number: 76 Section Number: 25

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 4th day of August, 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 4th day of August 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 FORTY-FIVE AND NO/100 Dollars ($45.00), 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 Neil James Dixon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #13

Lot Number: 1 Section Number: 19

according to the Cemetery Survey of the City of Hattiesburg, Mississippi is known as Highland Cemetery, and contains 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 4th day of August 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 4th day of August 2026.

My Commission Expires: NOTARY PUBLIC

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-26 20 26

SOLD TO:

Mr.. Mrs. Miss Delmy Portillo

ADDRESS 106 Kay Bridge Road Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ — ¼ Lot No. 46 Section No. 38 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

Purch space 5, 6, 7 + 8

CITY OF HATTIESBURG, MISSISSIPPI

By Jamie Monroe
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3-24 20 26

Check came in on 4/28/26

SOLD TO:

Mr.. Mrs. Miss Eric Pendarvis

ADDRESS 404 N 19th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ SE ¼ Lot No. 30 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jamie Monroe
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/30/ 20 26

SOLD TO:

Mr.. Mrs. Miss Minnie Williams

ADDRESS 1402 Richburg Road Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 10 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-15- 20 26

SOLD TO:

Mr.. Mrs. Miss Dexter Venson

ADDRESS 64 Dawson Rd. Sumrall, MS 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE
____ ½ ____ ¼ Lot No. 91 Section No. 38 in Highland Cemetery
S NE

Number of grave spaces 2 91 Price per grave space $ 175.00

Price Received $ 350.00

Ck # 612 Spaces # 647

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-15 20 26

SOLD TO:

Mr.. Mrs. Miss Kevin Bolton

ADDRESS 1058 Richburg Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 7 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/15/ 20 26

SOLD TO:

Mr.. Mrs. Miss George + Lecia Noel

ADDRESS 47 Wildwood Dr. Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S SE ¼ Lot No. 12 Section No. 39 in Highland Cemetery
S - NE

Number of grave spaces 3 Price per grave space $ 175.00

Price Received $ 525.00

CITY OF HATTIESBURG, MISSISSIPPI

paid 6/15/2026

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5-26- 20 26

SOLD TO:

Mr.. Mrs. Miss Paul & Donna Shirley

ADDRESS 908 Adeline St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

- 1/2 NW 1/4 Lot No. 61 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 Jennie Gonnell
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/15/ 20 26

SOLD TO:

Mr.. Mrs. Miss Keithrich Venado

ADDRESS 536 N. 19th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 E 1/4 Lot No. 47 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 _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-8- 20 26

SOLD TO:

Mr.. Mrs. Miss John Walley

ADDRESS 4978 Hwy 29 Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

- 1/2 NW 1/4 Lot No. 45 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

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/17/ 20 26

SOLD TO:

Mr.. Mrs. Miss William Andrews

ADDRESS 266 Marrion Rd Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 10 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Space #3
CK # 1638

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/16/ 20 26

SOLD TO:

Mr.. Mrs. Miss Maria Ramirez - Salvador

ADDRESS P.O Box 18334 Hattiesburg MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

BURN space # 3 ½ ¼ Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 45.00

Price Received $ 45.00

CK # 7535

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/3/ 20 26

SOLD TO:

Mr.. Mrs. Miss Charles & Margaret Kendrick

ADDRESS 16 Country Park Cir Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

_____ ½ SW ¼ Lot No. 26 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-4 20 26

SOLD TO:

Mr.. Mrs. Miss Gloria Sumrall

ADDRESS 106 Stephens Rd Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NE ¼ Lot No. 92 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

cash space # 7,5

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/4/ 2026

SOLD TO:

Mr.. Mrs. Miss Sherri Robinson

ADDRESS 216 Sycamore Cir Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NW ¼ Lot No. 47 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Ck # 2215 spaces 3,4

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3-25 20 25

SOLD TO:

Mr.. Mrs. Miss Robert + Willene Carson

ADDRESS 106 Saratoga Cir. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NW ¼ Lot No. 178 Section No. 22 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1-9-, 20 [illegible]

SOLD TO:

Mr.. Mrs. Miss [illegible]

ADDRESS [illegible]

desires to purchase the grave space described below, subject to Cemetery regulations.

[illegible] 1/2 [illegible] 1/4 Lot No. [illegible] Section No. [illegible] in [illegible] Cemetery

Number of grave spaces [illegible] Price per grave space $ [illegible]

Price Received $ [illegible]

CITY OF HATTIESBURG, MISSISSIPPI

By [illegible]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/23/ 20 26

SOLD TO:

Mr.. Mrs. Miss Lettie Taylor

ADDRESS 110 Saucier Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 15 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Spacett 6

CITY OF HATTIESBURG, MISSISSIPPI

By [illegible]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/5/ 20 26

SOLD TO:

Mr.. Mrs. Miss Thelia Baskin

ADDRESS 877 Dawkson Pl. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 71 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/19/ 20 24

SOLD TO:

Mr.. Mrs. Miss Alaija Brown

ADDRESS 8135 Blue Lagoon Dr Arlington TN 38002

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 13 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

cash space #2

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/19/ 20 24

SOLD TO:

Mr.. Mrs. Miss Harry Dallas

ADDRESS 403 ~~East~~ Columbia St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 76 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/5/ 20 24

SOLD TO:

Mr.. Mrs. Miss Neil James Dixon

ADDRESS 211 S. 14th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

pain space 131
_____ 1/2 _____ 1/4 Lot No. _____ Section No. 1 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 45.00

Price Received $ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, August 4, 2026**

Re: **Approve claims docket for the period ending July 31, 2026.**
File Number: 2026-639
Minute Book #

Summary
Approve claims docket for the period ending July 31, 2026.

Recommendation Statement
I recommend approval of this item.

Please place this on the August 4, 2026 City Council meeting for consideration.