



Tuesday, August 20, 2019
5:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

Add Policy Agenda Item #25 as follows:

25. **2019-108** Adopt a Resolution amending the Services and Facilities Plan for Annexation areas.

POLICY AGENDA

1. **2019-92** Approve the minutes for the August 5 & 6, 2019 meetings of the City Council.
2. **2019-61** Adopt an Ordinance filed by Oka Howard to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street. The Planning Commission recommended to Approve on August 7, 2019.
3. **2019-63** Acknowledge receipt of request filed by Mr. Kenneth Moye, to appeal the Planning Commission's denial of the petition filed by Kenneth Moye, Bay Street Developments, LLC Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, to change the zoning classification for a certain property located at 314 Bay Street (Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.
4. **2019-62** Approve or Deny a petition filed by Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner, to request a Conditional Use as "Places of assembly not otherwise listed" as defined by the LDC for a certain property located at 301 Court Street (Ward 4). The Planning Commission recommended to Approve on August 7, 2019.

5. **2019-65** Approve or Deny a petition filed by Darlene Thomas, Representative, and David Lee, Clark Technologies, LLC, Owner, to request variance from Section 10 Table 10.6-2 Pole Sign “Front Setback”, “10’ (min)”, and instead allow for a front setback of two and a half (2.5) feet for a front setback variance of seven and a half (7.5) feet and a variance from Section 10 Table 10.6-2 Pole Sign “Side Setback”, “15’ (min)”, and instead allow for a side setback of two (2) feet for a side setback variance of thirteen (13) feet a proposed sign (existing non-conforming structure) located at 205 S. 40th Avenue (Ward 3). The Board of Adjustment recommended to Approve on August 7, 2019.

6. **2019-66** Approve or Deny a petition filed by Darlene Thomas, Representative, and Ken Kleban, Kleban Properties, Owner, to request variance from Section 10 Table 10.6-2 Pole Signs “Sign Height”, “35’ (max)” and instead allow for a height of forty-five (45) feet, for a variance of ten (10) feet for a proposed sign (existing non-conforming structure) at 4400 Hardy Street (Ward 3). The Board of Adjustment recommended to Approve on August 7, 2019.

7. **2019-64** Approve or Deny the amended preliminary plat filed by Shannon Wells, Engineer, Applicant, on behalf of Josh Morris, JMJ Properties, for Shadow Ridge Subdivision Phase II properties located along Waverly Court (Ward 3). The Planning Commission recommended to Approve on August 7, 2019.

8. **2019-94** Adopt a Resolution authorizing Southern Mississippi Planning and Development District to assist and serve as agent for the City of Hattiesburg to establish a commercial redevelopment program in certain underdeveloped areas of the city.

9. **2019-100** Approve Lease Agreement between City of Hattiesburg and Region XII Commission on Mental Health and Retardation (DBA Pine Belt Mental Healthcare Resources) for office space located at 1410 W. Pine Street (Old Courtesy Ford Building) and authorize the Mayor to execute the same.

10. **2019-102** Approve Alarm Monitoring Service Agreement between the City of Hattiesburg and Gilliland Electronics for a city owned facility located at 1410 West Pine Street. (Former Courtesy Building) and authorize the Mayor to execute the same.

11. **2019-101** Approve Franchise Agreement between the City of Hattiesburg and Southern Light, LLC., related to fiber-optic transmission lines and authorize the Mayor to execute in triplicate.

12. **2019-98** Approve 16th Section Commercial Lease Agreement between the City of Hattiesburg and Hattiesburg Public School District for a parcel of land identified as 1410 West Pine Street and authorize the Mayor to execute the same.

- 13. 2019-95** Approve Shared Use Agreement between City of Hattiesburg and Hattiesburg Public School District for use of school facilities for recreational purposes and authorize the Mayor to execute the same.
- 14. 2019-93** Approve or deny Lease Agreement between City of Hattiesburg and Ebenezer Baptist Church for lease of property located at 900 E. 8th Street and authorize the Mayor to execute the same.
- 15. 2019-72** Approve Contract for the purchase of property located at 2100 Eddy Street related to the Hazard Mitigation Grant Program and authorizing the Mayor to execute the same.
- 16. 2019-99** Approve Architectural Services Agreement between City of Hattiesburg and Williams and Associates, PA related to the reconstruction of Fire Station #2 and authorize the Mayor to execute the same.
- 17. 2019-51** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 119 Conti Avenue for an additional monthly increase of \$12.47 and authorize Mayor to execute the same.
- 18. 2019-60** Approve Copier Rental Agreement between the City of Hattiesburg and RJ Young for copier located at the Engineering Department at a cost of \$262.00 per month for 48 months and authorize the Mayor to execute in duplicate.
- 19. 2019-58** Approve Task Force Agreement between the Hattiesburg Police Department and the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.
- 20. 2019-76** Approve the State Holiday Schedule as the City's holidays for the fiscal year 2019-2020 in accordance with MS Code 3-3-7, per attached list.
- 21. 2019-67** Approve a budget modification for the 2019-2020 Stop Violence Against Women Grant from the Mississippi State Department of Health, to incorporate a realignment of Victim Advocate salary and fringe benefits. The modified grant budget is for a total of \$45,895.26 (\$33,715 Federal and \$12,180.26 local match). Authorize Mayor to execute in duplicate.

- 22. **2019-69** Acceptance of the 2100 Eddy Street grant award increase in the amount of \$19,110.00 from FEMA with a city share cost of \$43,143.00 and the total estimated project cost of \$172,570.00.

- 23. **2019-70** Acknowledge proposals received July 11, 2019 for Debris Monitoring Services in the event of a disaster in accordance with FEMA recommendations; Accept proposal from DebrisTech, LLC and authorize Mayor to execute contract upon preparation.

- 24. **2019-71** Acknowledge proposals received July 11, 2019 for Disaster Debris Removal and Disposal Services in the event of a disaster in accordance with FEMA recommendations; Accept proposal from CrowderGulf and authorize Mayor to execute contract upon preparation.

ROUTINE AGENDA

- 1. **2019-68** Approve Plans and Specifications for Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project and Authorize advertisement for bids.

- 2. **2019-56** Ratify State and Local Disaster Assistance Agreement with Mississippi Emergency Management Agency (MEMA) in relation to the Flood Event December 27-29, 2018.

- 3. **2019-57** Acknowledge receipt of Privilege Tax License Report for July 2019

- 4. **2019-59** Acknowledge Proof of Publications for the month of July 2019.

- 5. **2019-55** Approve the sale of grave spaces, Per attached Memo's, Receipts, and Deeds.

- 6. **2019-50** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

- 7. **2019-103** Approve claims docket for the period ending August 16, 2019.

In Memoriam:

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, August 20, 2019

Re: Adopt a Resolution amending the Services and Facilities Plan for Annexation areas.
File Number: 2019-108
Minute Book #

Summary

This resolution is to amend the City of Hattiesburg's Services and Facilities Plan for annexation that was adopted on April 26, 2019. With the passage of time and further study of the pending annexation, it is desirable to modify the previously adopted Services and Facilities Plan.

Recommendation Statement

I recommend the approval of this resolution.

Please place this on the August 20, 2019 City Council meeting for consideration.

RESOLUTION NUMBER 2019-

**RESOLUTION AMENDING SERVICES AND FACILITIES PLAN
FOR ANNEXATION AREAS**

WHEREAS, the City of Hattiesburg has heretofore adopted an ordinance enlarging and extending its corporate boundaries into portions of Lamar and Forrest County, Mississippi; and,

WHEREAS, the ratification of said annexation ordinance is now pending before the Chancery Court of Lamar County in consolidated cause numbers 18CH1:16-CV-00383-W and 37CH1:16-CV-00224-S; and,

WHEREAS, by Resolution Number 2019-161 adopted April 26, 2019 the City of Hattiesburg defined with greater specificity its commitment that residents and property owners of areas sought to be annexed will receive something of value in return for their tax dollars, consistent with the Mississippi Supreme Court's holding *In the Matter of the Extension of the Boundaries of the City of Columbus* 644 So 2d 1168, 1172 (Miss. 1994); and,

WHEREAS, the passage of time has revealed that the provisions of Miss Code Ann. 21-1-27(2) and 21-1-27(3) have expired by the terms of said statute and stand repealed, and the responsibility and obligation of the City of Hattiesburg has therefore been modified by law; and,

WHEREAS, although the annexation ordinance now pending in this matter cedes authority to apply zoning and subdivision regulations to certain areas sought to be annexed, in accordance with the provisions of the now expired Miss Code Ann. 21-1-27 (2) and 21-1-27(3) Hattiesburg commits to applying its zoning and subdivision regulations to the entirety of the areas sought to be annexed to the extent legally possible; and,

WHEREAS, with the passage of time and further study of the pending annexation it is desirable to modify the adopted *Services and Facilities Plan*.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF HATTIESBURG, MISSISSIPPI, that,

1. The plan attached hereto and titled *Amended Services and Facilities Plan* is hereby adopted as the City's plan and commitment to deliver municipal services and improvements to the proposed annexation areas within the time frame specified within said plan.
2. The *Amended Services and Facilities Plan* sets forth the minimum standards for the delivery of municipal services and improvements to the proposed annexation areas. That, upon a showing of additional needs or changed conditions or circumstances, the City of Hattiesburg commits to providing additional personnel, equipment, funding and other resources to deliver municipal services and provide municipal improvements to the proposed annexation areas.
3. The municipal services shall be rendered to the annexed areas beginning immediately upon the finalization of this matter and the annexation becoming effective as a matter of law.
4. The municipal improvements, including water and sanitary sewer extensions, shall be completed within a period not to exceed five (5) years from and after the effective date of this annexation. The City of Hattiesburg recognizes its ordinance of annexation as adopted in this matter contains a lengthier time period to make improvements but nonetheless the city commits to the shorter time period for improvements as herein stated.
5. The commitment for municipal improvements to be completed within five (5) years from and after the effective date of this annexation is a good faith commitment made in anticipation that such improvements will not be delayed by war, natural disasters, legal

impediments, or other circumstances which are beyond the control of the City of Hattiesburg.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 20th day of August, 2019.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Amended Services & Facilities Plan

Proposed Annexation Hattiesburg, Mississippi

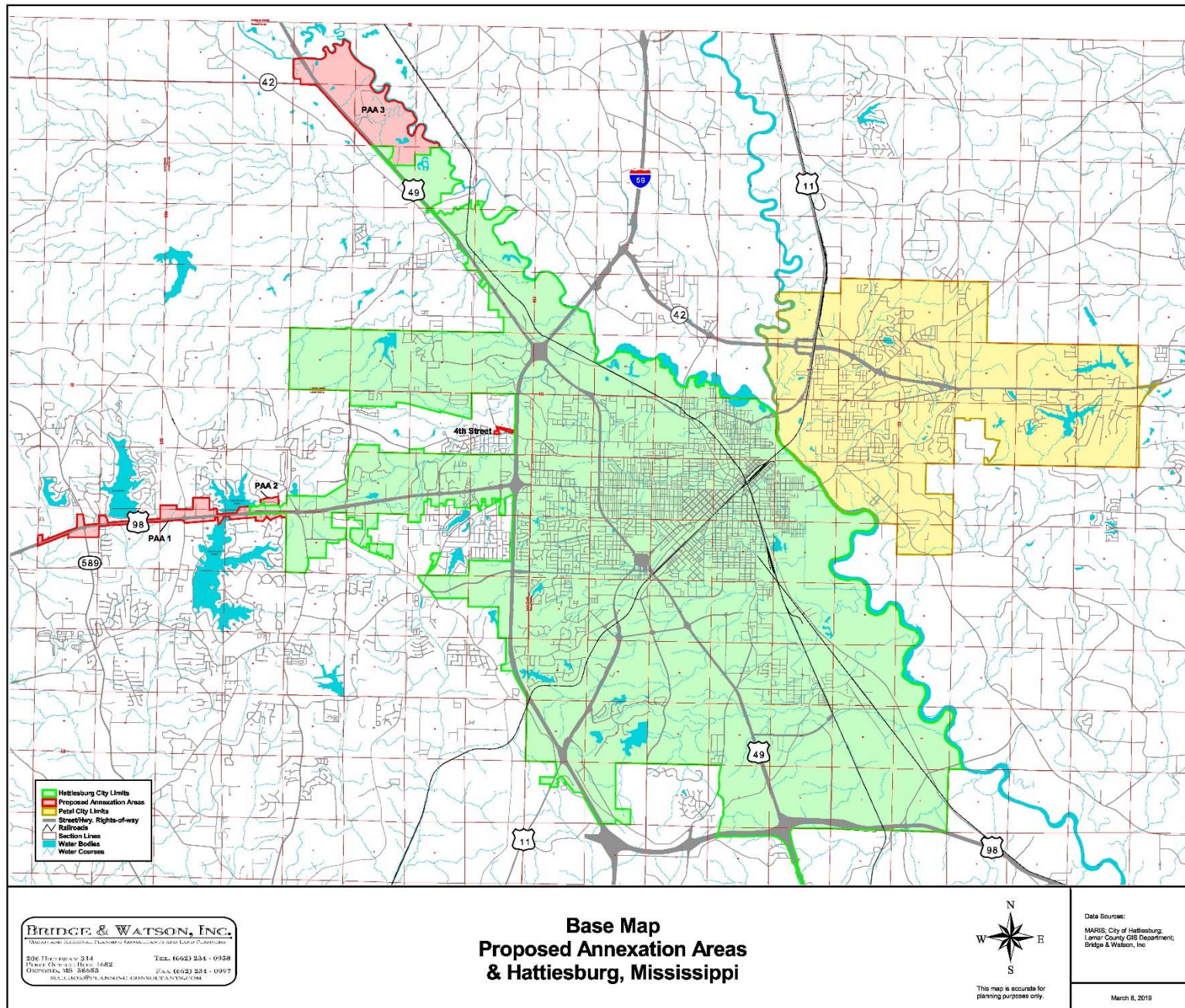
Adopted August 20, 2019

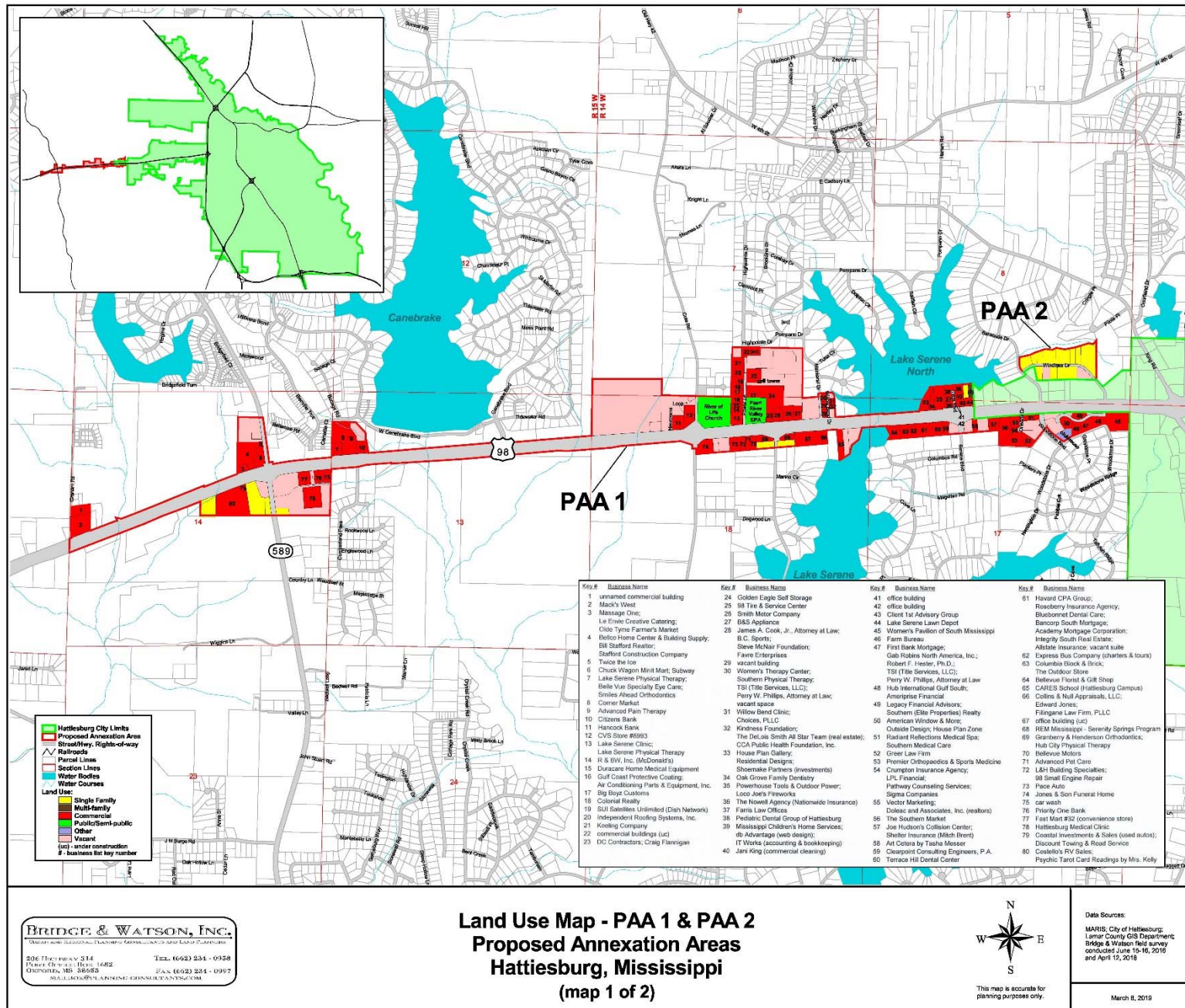
Prepared by:

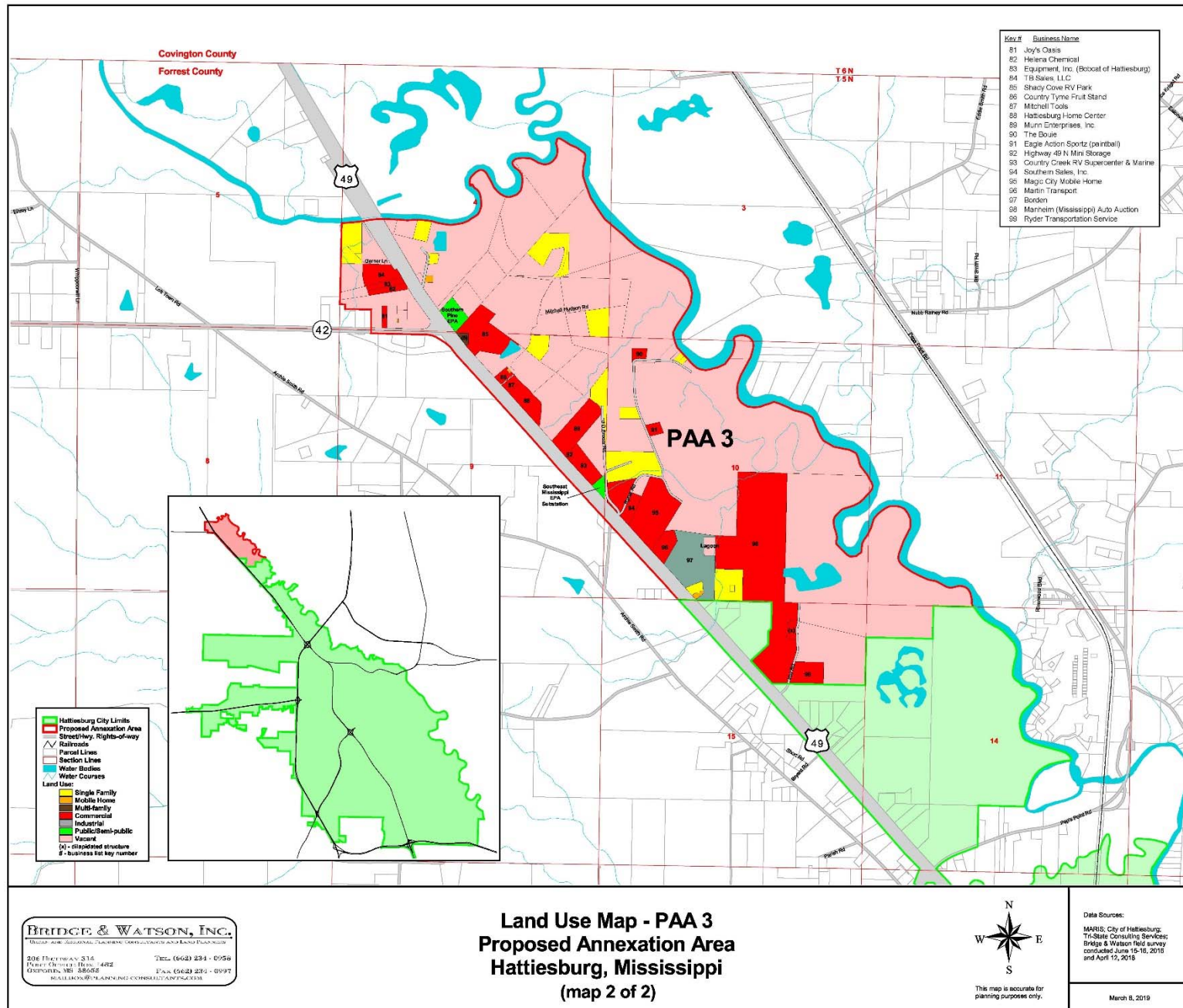


Introduction

The City of Hattiesburg is in the process of expanding its corporate limits (annexation) to encompass certain territory extending generally West along Highway 98 and North along Highway 49. The annexation areas are identified as Area 1, Area 2 and Area 3 in keeping with the city's annexation ordinance. The maps on the following pages indicate the annexation areas in red, Hattiesburg in green, and the adjacent City of Petal in yellow. Although the 4th Street annexation area is shown, it is the subject of litigation in a different case and in fact the City has repealed that annexation ordinance. No aspect of the 4th Street annexation (land area, assessed valuation, etc.) is included in the analysis associated with this plan.







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

In measuring this fairness question, the services and improvements to be provided by the annexing municipality, to an annexation area, become an important consideration. The annexation ordinance adopted by the municipality identifies the services and improvements only in a general sense, but the Services and Facilities Plan provides greater detail.

Specifically, this Services and Facilities Plan identifies the personnel, equipment, and capital needs in order for the city of Hattiesburg to extend the current level of city services into the proposed annexation areas. Also, this plan serves as an instrument that may be adopted by the city council to further define the city's commitment¹ to those being annexed. This plan represents the city's commitment that "residents of annexed areas will receive something of value in return for their tax dollars" see *In the Matter of the Extension of the Boundaries of the City of Columbus* 644 So 2d 1168, 1172 (Miss. 1994).

Organization of this Plan

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

The second section contains the Departmental Summaries and Requirements, which is a listing of the city's existing personnel and major equipment along with departmental needs to serve the annexation areas.

In connection with the Departmental Summaries and Requirements, improvements necessary for the extension of water and sewer infrastructure are included. This plan contains a general description of the infrastructure and its related cost estimate. The data was taken from detailed, good faith engineering estimates computed specifically for this annexation. The departmental summaries and requirements are further discussed below.

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

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

Departmental Summaries and Requirements

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

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

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

Taking all factors into account, the city's departmental requirements are summarized first by personnel needs and then by equipment or capital needs. Cost components are included with each item and anticipated operating expenses are presented within the plan as well. The personnel and equipment requirements are designed to extend the city's current level of services into the proposed annexation area.

Throughout this plan, timing is noted with additional personnel, equipment and expenses. For example, the phrase "year 1" or "year 2" indicates an activity occurring within the first year or second year (or so on) following annexation. The notation of an expense as "/Year" indicates an expense which is expected to be recurring. In some cases, expenses which are one-time only events for the duration of this plan are noted as "Yr. X only".

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

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

PART 1. DEMOGRAPHIC INFORMATION

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

	<u>Existing City</u>		<u>Proposed Annexation Area 1</u>		<u>Proposed Annexation Area 2</u>		<u>Proposed Annexation Area 3</u>		<u>Total PAAs</u>		<u>Combined City & PAAs</u>	
Total Population ¹												
2010:												
White	19,268	41.9%	24	80.0%	37	100.0%	23	82.1%	84	88.4%	19,352	42.0%
Black	24,391	53.0%	5	16.7%	0	0.0%	1	3.6%	6	6.3%	24,397	52.9%
Other	2,332	5.1%	1	3.3%	0	0.0%	4	14.3%	5	5.3%	2,337	5.1%
Total	45,991		30		37		28		95		46,086	
Voting Age Population ¹												
2010:												
White	17,198	47.4%	17	89.5%	32	100.0%	20	95.2%	69	95.8%	17,267	47.5%
Black	17,403	48.0%	2	10.5%	0	0.0%	1	4.8%	3	4.2%	17,406	47.9%
Other	1,693	4.7%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	1,693	4.7%
Total	36,294		19		32		21		72		36,366	
Dwelling units												
2010 ¹:	21,382		11		16		17		44		21,426	
2016 ²:	N/A		9		16		24		49		N/A	
Total Area (sq. mi.)	54.27 ¹		0.58 ³		0.03 ³		1.82 ³		2.44		56.71	
Population Density ⁴												
2010:	847		52		1,156		15		39		813	
Streets (miles)	435.9		5.1 ³		0.3 ³		4.4 ³		9.8		445.7	
Federal/State Hwys.	53.4 ⁵		4.1		0.0		2.2		6.3		59.7	
Locally Maintained	382.4 ⁵		1.0		0.3		2.2		3.5		385.9	
Paved			1.0		0.3		1.4		2.7			
Unpaved			0.0		0.0		0.8		0.8			
Businesses	2,031 ⁶		123 ²		0 ²		19 ²		142		2,173	
Fire Dept. Rating ⁷	Class 4		Class 7		Class 7		Class 6		Classes 6 & 7		Class 4	
Assessed Valuation (2018):												
Real Property ⁸	\$481,363,557		\$7,817,641		\$219,027		\$2,120,803		\$10,157,471		\$491,521,028	

¹ Census data 2010; Bridge & Watson calculations.

² Bridge & Watson field survey (June 2016 & April 2018).

³ Measured using ArcView GIS software.

⁴ Persons per square mile.

⁵ City of Hattiesburg Engineering Department.

⁶ Mississippi Dept. of Revenue's 2018 Annual Report.

⁷ Mississippi State Rating Bureau.

⁸ 2018 assessed valuation calculated using both the Forrest County & Lamar County land/tax rolls; Bridge & Watson calculations.

PART 2. DEPARTMENTAL SUMMARIES AND REQUIREMENTS

**GENERAL GOVERNMENT
ADMINISTRATION DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019**

Existing City of Hattiesburg

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

Accounting Division

<u>Personnel</u>	<u>Major Equipment</u>
3 Accountants	N/A
2 Accounting Technicians	
1 Comptroller	

Action Center Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager	N/A
2 Office Assistants	

City Attorney Division

<u>Personnel</u>	<u>Major Equipment</u>
1 City Attorney	N/A

City Council Division

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

Human Resources Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager (part-time)	N/A
2 Specialists	
1 Workforce Development	

Information Technology Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager	1 SUV
1 Programmer	1 Van
1 Systems Administrator	
1 Systems Technician	

Mayor & Administration Division

<u>Personnel</u>	<u>Major Equipment</u>
2 Admin. Assistants (1 full-time; 1 part-time)	1 Car
1 Assistant to Mayor	3 SUVs
1 Chief Administrative Officer	
1 Chief Financial Officer	
1 Communications Officer	
1 Customer Service Coordinator	
1 Department Director	
1 Mayor	
1 Office Manager	

Municipal Clerk Division

<u>Personnel</u>	<u>Major Equipment</u>
3 Deputy Municipal Clerks (2 full-time; 1 part-time)	N/A
1 Division Manager	

Purchasing Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager	N/A
1 Purchasing Assistant	

Risk Management Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Administrative Assistant	1 Pickup
1 Division Manager	

Administration Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the divisions comprising the Administration Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The nature of the duties and responsibilities of the Administration Department are such that day-to-day operations will be largely unaffected by annexation; however, the city recognizes that some small increase

in operating expenses may occur as a result of annexation. These increases in expenses have been estimated based upon the FYE2019 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES²:

Year 1	\$	611
Year 2	\$	622
Year 3	\$	632
Year 4	\$	643
Year 5	\$	654

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

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

Timing of the Delivery of Services to the Annexation Area

Services provided by the Administration Department will begin and/or be available immediately upon the effective date of annexation. The exception to this, however, relates to redistricting and municipal elections. Redistricting is programmed to occur in the first year following annexation, but the next regular municipal election will not occur until 2021.

² Operating expenses are estimated to grow at the rate of inflation, which is 1.69% per year. This calculated rate of inflation is the average annual rate of change in the consumer price index for the Southern U.S. as measured from January 2015 until January 2019.

GENERAL GOVERNMENT
URBAN DEVELOPMENT DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019

Existing City of Hattiesburg

The Hattiesburg Urban Development Department provides land development administration, code enforcement and building inspections. This department is responsible for oversight with respect to urban development and redevelopment within the city and administration of the city's land development regulations and long range planning program. Additionally, this department provides administrative services for state and federally funded programs within the city³ and is responsible for Hattiesburg's GIS program, grant writing, and serves as the Metropolitan Planning Organization (MPO)⁴. Mass transit services fall under the responsibilities of Urban Development. The divisions, personnel (budgeted positions), and major equipment that comprise the Urban Development Department are as follows.

Administration (includes Planning Division)

<u>Personnel</u>	<u>Major Equipment</u>
1 Asst. Division Manager (Training Coordinator)	3 Cars
1 Department Director	2 SUVs
1 Grant Coordinator	
1 Historic Preservation Planner	
1 Homeless Coordinator	
1 Neighborhood Development Officer	
2 Office Managers	
3 Planners [2 full-time; 1 part-time (flood program)]	
1 Planning Manager	

Land Development Code (Building Inspection & Code Enforcement Divisions)

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

³ Hattiesburg is an entitlement city, meaning annually the city receives certain federal funds for programs without the necessity of competing for the funding.

⁴ The MPO is regional transportation planning agencies, which provide a forum for cooperative decision-making concerning area-wide transportation issues. The MPO was created by Federal and State law to develop transportation plans and programs and involves representatives from area local government.

2 Technical Inspectors

Community Development Division (Entitlements)

Personnel	Major Equipment
1 Code Enforcement Officer (housing inspector)	1 Car
1 Division Manager	1 Pickup
2 Housing Coordinators	1 SUV

Metropolitan Planning Organization Division

Personnel	Major Equipment
1 Division Manager	1 SUV
1 GIS Technician	
1 Intern (part-time)	
1 Office Assistant	
1 Transit Specialist	

Mass Transit

Personnel	Major Equipment
1 Crew Supervisor	17 Buses
1 Division Manager	1 Service Truck
17 Bus Drivers	2 SUVs
3 Mechanics	1 Trolley
1 Office Assistant	3 Vans
1 Office Manager	

Needs Resulting from Annexation

Planning Division

As a result of annexing the proposed territory, the Planning Division will not require any additional personnel or equipment in order for Hattiesburg to extend services into the annexation areas. Although the annexation area is experiencing rapid development, the Planning Division has the capacity to serve the area without increases, particularly given the fact that Hattiesburg will transition a part time planner to a full-time planner regardless of annexation.

The City will have to update the comprehensive plan to include annexed areas, and likewise, amend its zoning map to apply zoning to annexed properties. These updates will present a one-time cost to the city, which is estimated as follows:

UPDATE COMPREHENSIVE PLAN = \$25,000 (to occur in the first year following annexation)

UPDATE ZONING MAP = \$10,000 (to occur immediately following the completion of the comprehensive plan update; for the purpose of this plan, the expense is budgeted in Year 2)

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

Building Inspection Division

As a result of annexing the proposed territory, the Building Inspection Division will require the following additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas:

PERSONNEL:

Year 1

1 Technical Inspector	\$ 45,251 / year
[Wage (\$14.00/hour) + Benefits (28.61%) + Insurance (\$7,800)]	

EQUIPMENT:

Year 1

1 Vehicle (SUV)	\$ 24,000 (Yr. 1 only)
Uniforms	\$ 200 / year
Training	\$ 750 (Yr. 1 only)
Technical Manuals	\$ 3,000 (Yr. 1 only)

Code Enforcement Division

As a result of annexing the proposed territory, the Code Enforcement Division will not require any additional personnel or equipment in order for Hattiesburg to extend services into the annexation areas. Although the annexation area is experiencing rapid development, the Code Enforcement Division has the capacity to serve the area without increases. Because the annexation area is primarily commercial in nature, the demand for services on the Code Enforcement Division is relatively low, compared to residential areas.

Mass Transit

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

Operating Expenses for Urban Development Department

Hattiesburg recognizes that as a result of annexation some small increase in operating expenses may occur for the Planning Division, the Building Inspection Division, and the Code Enforcement Division. These increases in expenses have been estimated based upon the FYE2019 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually. Operating expenses for Community Development and MPO will likely be unaffected by annexation; however, out of an abundance of caution, increased operating expenses have been computed. The total operating expenses for Urban Development is as follows:

OPERATING EXPENSES:

Year 1	\$ 1,070
Year 2	\$ 1,088
Year 3	\$ 1,107
Year 4	\$ 1,125
Year 5	\$ 1,145

Timing of the Delivery of Services to the Annexation Area

The services provided through the Urban Development Department will be available immediately upon the effective date of annexation. Building inspection services will be extended with existing personnel and equipment until such time as the City adds the additional inspector as programmed above. MPO services of this division are already provided to the region, including the proposed annexation area.

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

**GENERAL GOVERNMENT
CITY COURT DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019**

Existing City of Hattiesburg

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

City Court

Personnel

1 Community Initiative Coordinator	3 Judges (1 full-time; 1 part
11 Deputy Court Clerks (10 full-time; 1 part-time)	time; 1 pro tem)
1 Deputy Court Clerk/Program Coordinator	1 Court Clerk
2 Prosecutors	1 Office Assistant
2 Public Defenders	1 Office Manager

City Court Needs Resulting from Annexation

As a result of annexing the proposed territory, the Court Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. Hattiesburg recognizes that some small increase in operating expenses may occur as a result of annexation, particularly since police citations and other violations of law will originate from within the annexation areas and be processed through the Court Department. The increases in expenses have been estimated based upon the FYE2019 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$	361
Year 2	\$	367
Year 3	\$	373
Year 4	\$	380
Year 5	\$	386

Timing of the Delivery of Services to the Annexation Area

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

**PUBLIC SAFETY
POLICE DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019**

Existing City of Hattiesburg

The Hattiesburg Police Department provides a wide variety of public safety services to the citizens of Hattiesburg. Among these services include, but are not limited to, police patrols, animal control, crime scene investigation, and community relations. The police department is temporarily headquartered at 300 Klondyke Street while the new permanent police facilities are under construction. Additionally, the Hattiesburg Police Department operates sub-stations at the Hattiesburg High School and Fire Station 8, which is located at 104 Lamar Boulevard. An additional sub station will be available in Fire Station 9, which is to be constructed on Highway 49 North.

The personnel (budgeted positions) and major equipment currently available to the Police Department follows:

Police

<u>Personnel</u>	<u>Major Equipment</u>
1 Accounting Technician	126 Cars
1 Admin. Assistant/Accreditation Manager	1 Command Vehicle
1 Assistant Division Manager	12 Motorcycles
1 Assistant Chief	11 Pickups
7 Captains	21 SUVs
1 Chief	2 Utility Vehicles
1 Community Development Specialist	3 Vans
1 Crew Supervisor	
1 Crime Analyst	
2 Crime Scene Technicians	
1 Custodian	
2 Division Managers	
1 Division Manager (Records)	
1 Evidence Technician (part-time)	
1 Facility Maintenance Repairer	
12 Lieutenants	
2 Majors	
4 Office Assistants	
2 Office Managers	
3 Parking Attendants (part-time)	
85 Police Officers	
1 Public Information Officer	
6 Records Clerks (5 full-time; 1 part-time)	

16 School Patrol Officers (all part-time)
 12 Sergeants
 20 Telecommunicators (19 full-time; 1 part-time)
 4 Teleservice Clerks
 2 Victims Advocates

Animal Control

<u>Personnel</u>	<u>Major Equipment</u>
3 Animal Control Officers	5 Pickups
1 Division Manager	37 Cages, Traps, etc.

Police & Fire Training (also listed under Fire Department)

<u>Personnel</u>	<u>Major Equipment</u>
1 Office Assistant	1 Tractor

Police Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Police Department will not require any additional personnel or major equipment in order for Hattiesburg to extend police services into the annexation areas. Hattiesburg recognizes that operating expenses will increase as a result of patrolling and serving more territory. The increases in expenses have been estimated based upon the FYE2019 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 14,602
Year 2	\$ 14,849
Year 3	\$ 15,100
Year 4	\$ 15,355
Year 5	\$ 15,615

Timing of the Delivery of Services to the Annexation Area

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

**PUBIC SAFETY
FIRE DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019**

Existing City of Hattiesburg

The Hattiesburg Fire Department is another public safety service provider to the citizens of Hattiesburg. In addition to fighting fires, the Hattiesburg Fire Department (HFD) provides hazardous materials response, swift water rescue, and confined space rescue. Response to medical calls, inspections, and education are also services of the HFD. The city also operates its own fire training facility. The city's fire protection and prevention programs, along with its water system, have earned the city a Class 4 fire rating.

Hattiesburg operates its fire protection program from eight (8) stations located across the city. Station location and equipment is determined by a multitude of factors related to the fire class grading system utilized by the Mississippi State Rating Bureau. Each station is staffed 24 hours per day, 7 days a week with full-time, paid, highly trained firefighters. Hattiesburg will soon begin construction of Station 9, which will be located on Highway 49 North.

The personnel (budgeted positions) and major equipment currently within the city's eight (8) stations and available to the Hattiesburg Fire Department are as follows:

Fire

Personnel	Major Equipment
1 Administrative Assistant	2 Ladder Trucks
1 Assistant Chief	1 Ladder Truck (reserve)
7 Battalion Chiefs	2 Boats (aluminum)
3 Captains	3 Boats (inflatable)
1 Chief	1 Car
30 Engineers	1 Haz-Mat Trailer
31 Firefighters	1 Jeep
30 Firefighters/Relief Drivers	15 Pickups
4 Inspectors/Code Enforcement Officers	6 Pumpers
21 Lieutenants	2 Pumpers (reserve)
1 Mechanic	2 Rescue Pumpers
1 Office Assistant	3 Rescue Trailers
	1 SUV
	1 Swift Water Rescue Trailer
	Training Equipment
	1 Van

Police & Fire Training (also listed under Police Department)

<u>Personnel</u>	<u>Major Equipment</u>
1 Office Assistant	1 Tractor

Fire Department Needs Resulting from Annexation

Station 9, which the city is constructing on Highway 49 North regardless of annexation, will serve the needs of annexation area 3.

Annexation will result in the necessity for Hattiesburg to construct, staff and equip a new fire station along Highway 98 (within annexation area 1). This requirement results from meeting with the Mississippi State Rating Bureau and taking into account run distances, density of development, and existing fire class rating.

The additional station, personnel, and equipment needed to serve the annexation area are as follows:

NEW FIRE STATION (HWY. 98)

Year 2

Land, Building, and Furnishings ⁵	Year 2	\$255,000 ⁶
(\$2,500,000 ea. financed 20 yrs. @ 4.50%)	Year 3	\$188,900
	Year 4	\$190,300
	Year 5	\$191,475

PERSONNEL:

Year 2

3 Lieutenants	\$192,860 / year
[Salary (\$43,727) + Benefits (28.88%) + Insurance (\$7,932) = \$64,287]	
4 Engineers	\$241,420 / year
[Salary (\$40,676) + Benefits (28.88%) + Insurance (\$7,932) = \$60,355]	
4 Firefighters	\$188,997 / year
[Salary (\$30,507) + Benefits (28.88%) + Insurance (\$7,932) = \$47,249]	

⁵ Site identification and acquisition, financing, and planning/construction are all expected to occur within the first year after annexation. Thus, debt payments would begin in "Year 2". The new station is anticipated to be complete in the second year, thus personnel and equipment are programmed for "Year 2".

⁶ "Year 2" payment includes fees associated with bond issue.

EQUIPMENT:

Year 2

1 Pumper @ \$550,000 (financed 7 yrs. @ 4.00%)	\$ 91,635 / year
---	------------------

Year 3

Uniforms for 11 personnel @ \$414 each	\$ 4,550 / year
--	-----------------

HIRING COSTS

Year 1

Tests, training, uniforms, equipment, salaries, etc.	\$ 90,822 (Yr. 1 only)
--	------------------------

Expenses for the Fire Department will increase as a result of serving more territory. The increases in expenses have been estimated based upon the FYE2019 budget for items anticipated to be impacted by annexation, as well as, the items associated with the operation of a new fire station. These expenditures are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 1,961
Year 2	\$ 41,994
Year 3	\$ 42,703
Year 4	\$ 43,425
Year 5	\$ 44,159

Year 1 expenses are low when compared to Years 2 thru 5 because for the first year following annexation, Hattiesburg will provide fire protection services from existing stations using existing personnel and equipment. Years 2 thru 5 reflect expenses associated with operating the new fire station (i.e. it will take approximately one year to build the new station).

Timing of the Delivery of Services to the Annexation Area

The City of Hattiesburg will begin providing fire protection services immediately upon the effective date of the annexation. Services will be provided initially utilizing existing fire stations, personnel, and fire equipment. Hattiesburg will build, staff, and equip an additional fire station which is programmed to be completed in the second year following annexation.

PUBLIC WORKS/SERVICES
PUBLIC WORKS DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019

Existing City of Hattiesburg

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

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

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

Construction Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Assistant Division Manager	1 Bucket Truck
2 Crew Foremen	1 Dump Truck
1 Division Manager	12 Pickups
2 Electricians	2 Tractors
1 Equipment Operator	2 Trailers
7 Facility Maintenance Repairers	4 Vans
1 HVAC Specialist	
1 Plumber	
1 Office Manager	

Drainage Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Crew Foreman	1 Bushhog
1 Crew Worker	1 Dump Truck
	1 Pickup

Garage, Office, & Fuel Station Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Administrative Assistant	N/A
1 Office Manager	

Health (Pest Control) Division

<u>Personnel</u>	
2 Crew Foremen	
1 Crew Supervisor	
9 Crew Workers	
1 Division Manager	
6 Equipment Operators	
<u>Major Equipment</u>	
1 Bushhog	2 Dump Trucks
1 Excavator	2 Mowers
11 Pickups	1 Rescue Truck
4 Sprayers	1 SUV
1 Tractor	1 Van

Shop Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Deputy Director	1 Air Compressor
9 Mechanics	5 Pickups
1 Mechanic Helper	1 Welding Machine
1 Shop Foreman	

Street Cleaning Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Equipment Operator	1 Dump Truck
	2 Sweepers

Streets Division

Personnel

4 Crew Foremen
16 Crew Workers
1 Department Director
2 Division Managers
10 Equipment Operators

Major Equipment

1 18 Wheeler	2 Air Compressors
2 Asphalt Trucks	3 Backhoes
2 Bushhogs	3 Cars
1 Concrete Mixer	1 Concrete Saw
1 Dozer	10 Dump Trucks
1 Excavator	3 Generators
1 Hydraulic Excavator	3 Knucklebooms
1 Knuckleboom w/ Loader	1 Loader
2 Mini Excavators	8 Mowers
4 Mowers (Flail)	1 Mud Pump
10 Pickups	1 Pump
1 Roller (1 ton)	1 Spreader Blade
1 Steel Wheel Roller	5 SUVs
1 Track Loader	1 Trackhoe
10 Tractors	11 Trailers
2 Tractors w/ Cabs & Side Mowers	2 Vans
1 Tractor w/ Slope Mower	1 Wheel Loader

Traffic Maintenance Division

Personnel

2 Crew Foremen
1 Division Manager
4 Facility Maintenance Repairers
1 Office Manager

Major Equipment

2 Bucket Trucks
1 Dump Truck
8 Pickups
1 Trailer

Public Works Needs Resulting from Annexation

As a result of annexing the proposed territory, the Public Works Department will require the following additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas.

PERSONNEL:

Year 1

1 Crew Foreman	\$ 40,626 / year
[Wage (\$12.00/hour) + Benefits (31.51%) + Insurance (\$7,800)]	
3 Crew Workers ⁷	\$113,671 / year
[Wage (\$11.00/hour) + Benefits (31.51%) + Insurance (\$7,800) = \$37,890]	

EQUIPMENT:

Year 1

1 Mini Excavator	\$ 48,000 (Yr. 1 only)
1 Utility Truck	\$ 52,000 (Yr. 1 only)
2 Zero-turn Mowers @ \$15,000 each	\$ 30,000 (Yr. 1 only)
Miscellaneous Tools & Supplies	\$ 3,500 (Yr. 1 only)
Tools @ \$1,500	
Minor Equipment @ \$2,000	
Uniforms for 4 personnel @ \$200 each	\$ 800 / year

Hattiesburg recognizes that operating expenses will increase as a result of serving more territory. The increases in expenses have been estimated based upon the FYE2019 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 28,512
Year 2	\$ 28,994
Year 3	\$ 29,484
Year 4	\$ 29,982
Year 5	\$ 30,489

⁷ Job title previously shown as "Utility Maintenance Worker" in plan dated March 27, 2019.

The City of Hattiesburg will provide street lights within the annexation areas. It is estimated that approximately 36 street lights will be needed within the annexation areas. Installation of street lights will begin immediately after the successful annexation of the territory. The rate at which street lights will be installed will be dependent upon the workload and ability of the electric service providers (Southern Pine EPA & Pearl River Valley EPA). The estimated annual cost of additional street lights is:

STREET LIGHT EXPENSES:

Year 1	\$ 7,691
Year 2	\$ 7,821
Year 3	\$ 7,953
Year 4	\$ 8,087
Year 5	\$ 8,224

Timing of the Delivery of Services to the Annexation Area

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

**PUBLIC WORKS/SERVICES
ENGINEERING DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019**

Existing City of Hattiesburg

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

The personnel (budgeted positions) and major equipment currently available to the Engineering Department are as follows:

<u>Personnel</u>	<u>Major Equipment</u>
1 Accountant	1 Car
1 Department Director	1 Pickup
1 Engineering Supervisor	Surveying Equipment
2 Engineer Technicians	1 SUV
1 Project Manager	
1 Office Assistant	

Engineering Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Engineering Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. Hattiesburg recognizes that some small increase in operating expenses may occur as a result of annexation. The increases in expenses have been estimated based upon the city's recent financial activity and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 2,654
Year 2	\$ 2,698
Year 3	\$ 2,744
Year 4	\$ 2,790
Year 5	\$ 2,838

Timing of the Delivery of Services to the Annexation Area

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

**PUBLIC WORKS/SERVICES
SANITATION DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019**

Existing City of Hattiesburg

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

<u>Personnel</u>	<u>Major Equipment</u>
1 Deputy Director	4 Pickups
1 Office Assistant	1 SUV
11 Crew Workers	1 Car
21 Equipment Operators	10 Garbage Trks. (side load)
1 Sustainability Driver	3 Garbage Trks. (rear load)
1 Sustainability Office Support	6 Knucklebooms
1 Sustainability Officer	2 Open Body Trucks
	3 Trailers

Sanitation Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Sanitation Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. Hattiesburg recognizes that some small increase in operating expenses may occur as a result of annexation, and there will be an initial cost to provide garbage containers to annexed households (two per household at \$55.00 per container). The increases in expenses have been estimated based upon the city's recent financial activity and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 3,373 + \$5,390 (for containers)
Year 2	\$ 3,430
Year 3	\$ 3,488
Year 4	\$ 3,547
Year 5	\$ 3,607

Timing of the Delivery of Services to the Annexation Area

With respect to sanitation services (garbage and trash collection), Hattiesburg's services will begin and/or be available immediately upon annexation. However, any term of service

paid by residents for county services will be allowed to expire before transitioning to city garbage service (see Miss Code Ann. 17-17-5(2)).

PARKS & RECREATION DEPARTMENT
Departmental Summaries & Requirements
August 20, 2019

Existing City of Hattiesburg

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

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

Administration/Community Relations

<u>Personnel</u>	<u>Major Equipment</u>
1 Administrative Assistant	2 Pickups
37 Asst. Recreation Specialists (all part-time/seasonal)	1 SUV
1 Department Director	
1 Division Manager (Programs)	
1 Innovative Programs Coordinator	
1 Lifeguard - Manager (part-time/seasonal)	
3 Lifeguards - Leads (all part-time/seasonal)	
6 Lifeguards (all part-time/seasonal)	
2 Recreation Specialists	

Community Centers

<u>Personnel</u>	<u>Major Equipment</u>
1 Assistant Division Manager	1 Car
1 Center Supervisor	3 Pickups
8 Custodians	3 Vans
1 Division Manager	
2 Facility Maintenance Repairers	
1 Facility Maintenance Worker	
1 Office Assistant	
1 Office Assistant	

Recreation Maintenance & Grounds Maintenance

Personnel

1 Administrative Assistant	2 Crew Supervisors
25 Crew Workers(15 full-time; 10 part-time)	1 Division Managers
12 Facility Maintenance Repairers	1 General Manager
1 Facility Maintenance Worker	

Major Equipment

1 Bunker Rake	17 Pickups
2 Infield Machines	17 Mowers
2 Sod Cutters	1 Topdresser
3 Tractors	14 Trailers
3 Utility Vehicles	1 Vacuum
1 Van	

Cemetery

Personnel

1 General Manager	2 Asst. Division Managers
1 Crew Foreman	5 Equipment Operators
5 Facility Maintenance Repairers	1 Mechanic
1 Facility Maintenance Worker	1 Office Assistant

Equipment

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

Parks & Recreation Needs Resulting from Annexation

As a result of annexing the proposed territory, the Parks and Recreation Department will require the following additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas.

PERSONNEL:

Year 1

2 Crew Workers	\$ 69,050 / year
[Wage (\$10.00/hour) + Benefits (28.49%) + Insurance (\$7,800) = \$34,525]	

EQUIPMENT:

Year 1

1 Crew Cab Truck	\$ 25,000 (Yr. 1 only)
2 Mowers @ \$15,000 each	\$ 30,000 (Yr. 1 only)
3 Weedeaters @ \$480 each	\$ 1,440 (Yr. 1 only)
1 Double Axle Trailer	\$ 5,500 (Yr. 1 only)
Uniforms for 2 personnel @ \$200 each	\$ 400 / year

While the cost to the City for providing recreational services will not be affected by annexation, the City recognizes that operating expenses related to right-of-way maintenance and urban forestry will increase as a result of serving more territory. Hattiesburg will also provide beautification of the Highway 98 corridor through the planting of crepe myrtles. The increases in expenses have been estimated by the Parks and Recreation Department in conjunction with the consultant. The estimated annual operating expenses and beautification cost are as follows:

OPERATING EXPENSES:

Year 1	\$ 19,379
Year 2	\$ 19,707
Year 3	\$ 20,040
Year 4	\$ 20,378
Year 5	\$ 20,723

BEAUTIFICATION EXPENSE:

Year 1 (only)	\$ 25,000
---------------	-----------

Timing of the Delivery of Services to the Annexation Area

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

OTHER SERVICES
Departmental Summaries & Requirements
August 20, 2019

Existing City of Hattiesburg

The City of Hattiesburg provides other services that are not expected to be impacted by annexation, as the services are unique to a particular area of the city. Among these services include the airport, parking operations, and mass transit. Although annexation will have no impact on these services, they are listed below for informational purposes.

The personnel (budgeted positions) and major equipment currently available for these services are as follows:

Airport

<u>Personnel</u>	<u>Major Equipment</u>
N/A	1 Band Saw 1 Mower 3 Pickups 1 Pressure Washer 2 Tractors

Parking Operations

<u>Personnel</u>	<u>Major Equipment</u>
5 Parking Attendants (all part-time) 3 Parking Violation Officers (all part-time)	1 Car

Impact Resulting From Annexation Area

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

Parking Operations - Parking Operations concerns the public parking facilities in the downtown area of Hattiesburg. Annexation will have no impact on this function; therefore, there are no personnel or major equipment needs and no increased operating expenses.

WATER & SEWER SERVICES
Departmental Summaries & Requirements
August 20, 2019

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

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

Customer Accounts

<u>Personnel</u>	<u>Major Equipment</u>
6 Assessment/Collection Assistants	5 Pickups
1 Crew Supervisor	
4 Crew Workers	
1 Division Manager	
1 Office Assistant	

Water Plant

<u>Personnel</u>	<u>Major Equipment</u>
1 Crew Supervisor	1 Caterpillar
1 Division Manager	1 Cut-off Saw
2 Office Assistants	1 Dump Truck
12 Operating Engineers	2 Forklifts
	5 Mowers
	6 Pickups
	1 Tractor
	1 Trailer

Water Transmission

<u>Personnel</u>	<u>Major Equipment</u>
4 Crew Foremen	3 Air Compressors
9 Crew Workers	1 Backhoe
1 Department Director	1 Backhoe/Loader
1 Division Manager	1 Compact Excavator
1 Electrician	2 Dump Trucks
1 Equipment Operator	1 Dump Truck w/ Crane
	1 Hydraulic Excavator
	16 Pickups
	2 SUVs
	1 Truck (Chassis Cab)

Sewer

<u>Personnel</u>	<u>Major Equipment</u>
2 Crew Foremen	1 Air Compressor
7 Crew Workers	1 Backhoe
1 Division Manager	2 Backhoes w/ Loaders
1 Engineer Supervisor	1 Commercial Truck
4 Equipment Operators	1 Dump Truck (Flatbed)
	3 Dump Trucks
	1 Excavator
	6 Pickups
	3 Sewer Trucks
	1 Trailer

Lagoon

<u>Personnel</u>	<u>Major Equipment</u>
2 Crew Supervisors	1 Bobcat
4 Facility Maintenance Repairers	6 Pickups
	1 Truck (Crew Cab)

Water and Sewer Needs Resulting from Annexation

Water and Sewer services and Public Works services are closely related, and at one point in time the departments were combined. The two departments share equipment as needed. As a result of annexing the proposed territory, the Water and Sewer Department will not require any additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas. Operating expenses will be incurred gradually as system improvements are accomplished over a five (5) year period.

Among the commitments of the City of Hattiesburg to the areas sought to be annexed is the delivery of water and sewer services. These critical services provide adequate water for fire protection, properly dispose of wastewater through a central sewer system, and

enable development to occur at urban level densities without adding to the existing potential health hazards in the area as a result of on-site sewage disposal systems.

The cost estimates for meeting the water and sewer needs have been computed in detail by the City's engineer, and are summarized below. These cost estimates are the result of a good faith effort to determine infrastructure needs and costs. The reality is that, based upon specific engineering field surveying, testing, design and analysis, the following prescribed utilities may require alterations in terms of sizing, necessity, materials, components, and associated costs.

Annexation Area 1 (Highway 98 West)

Water Improvements – Hattiesburg will install necessary infrastructure to extend fire protection water into Area 1 within five (5) years following annexation. The engineering estimates indicate the installation will include over 31,000 feet of water line along with associated valves, fire hydrants, and other appurtenances necessary for the functionality of the system. No service connections are anticipated as the territory lies within the certificated area of West Lamar Water Association.⁸

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$3,936,000
Contingencies (25%)	\$ 984,000
Engineering (16%)	<u>\$ 629,760</u>
Project Total	\$5,549,760

Sewer Improvements – Hattiesburg will install necessary infrastructure to extend sanitary sewer services into Area 1 within five (5) years following annexation. The engineering estimates indicate the installation will include over 40,000 feet of sewer line along with associated manholes, pumps, service connections, and other appurtenances necessary for the functionality of the system.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$5,032,000
Contingencies (25%)	\$1,257,861
Engineering (16%)	<u>\$ 805,098</u>
Project Total	\$7,094,959

Total estimated water and sewer cost for Area 1: \$12,644,719

Hattiesburg has determined that some structures within Area 1 have connected to the Canebrake Utility Association sewer system, even though lying outside Canebrake's

⁸ A certificate of public convenience and necessity entitles the holder to the exclusive right to provide retail utility service to a defined geographic area.

certificated area. These connections may or may not alter Hattiesburg’s plans for sewer installations.

Annexation Area 2 (Windlass Drive)

Water Improvements – Hattiesburg will install necessary infrastructure to extend fire protection water into Area 2 within five (5) years following the effective date of annexation. The engineering estimates indicate the installation will include 3,000 feet of water line along with associated valves, fire hydrants, and other appurtenances necessary for the functionality of the system. No service connections are anticipated as the territory lies within the certificated area of West Lamar Water Association.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$157,000
Contingencies (25%)	\$ 39,261
Engineering (16%)	<u>\$ 25,137</u>
Project Total	\$221,397

Sewer Improvements – Hattiesburg will install necessary infrastructure to extend sanitary sewer services into Area 2 within five (5) years following annexation. The engineering estimates indicate the installation will include 2,300 feet of sewer line along with associated manholes, service connections, and other appurtenances necessary for the functionality of the system.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$389,000
Contingencies (25%)	\$ 97,239
Engineering (16%)	<u>\$ 62,238</u>
Project Total	\$548,478

Total estimated water and sewer cost for Area 2: \$769,875

Annexation Area 3 (Highway 49 North)

Water Improvements – Hattiesburg will install necessary infrastructure to extend fire protection water into Area 3 within five (5) years following the effective date of annexation. The engineering estimates indicate the installation will include over 18,000 feet of water line along with associated valves, fire hydrants, and other appurtenances necessary for the functionality of the system. No service connections are anticipated as the territory lies within the certificated area of Rawls Springs Utility District and said district currently provides retail water service to the area.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$1,203,000
Contingencies (25%)	\$ 300,831
Engineering (16%)	<u>\$ 192,609</u>
Project Total	\$1,696,439

Sewer Improvements – Hattiesburg will install necessary infrastructure to extend sanitary sewer services into Area 3 within five (5) years following annexation. The engineering estimates indicate the installation will include over 31,000 feet of sewer line along with associated manholes, pumps, service connections, and other appurtenances necessary for the functionality of the system. Although the area lies within the Rawls Springs Utility District, the District holds no certificate of public convenience and necessity⁹ nor does it provide sewer service within the annexation area.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$3,648,000
Contingencies (25%)	\$ 911,899
Engineering (16%)	<u>\$ 583,664</u>
Project Total	\$5,143,563

Total estimated water and sewer cost for Area 3: \$6,840,003

The engineering cost estimates and corresponding utility maps are included as Appendix A.

Funding Water and Sewer Improvements for the Annexation Area

With respect to the water and sewer, Hattiesburg anticipates funding the extensions through the issuance of either a revenue bond or both a revenue and general obligation bond.

Assuming a 4.5% interest rate and a term of 20 years, the annual debt service on the respective utility installations would be approximately¹⁰ as follows:

Water (\$7,467,596 principal amount) - \$603,000 per year.

Sewer (\$12,787,000 principal amount) - \$1,032,000 per year.

To meet the debt service requirements, the City may increase utility rates, utilize existing margins within the water and sewer fund (if any), or a combination of both.

⁹ Rawls Springs holds a certificate of public convenience and necessity for sewer service to certain areas within its utility district, but none of that territory lies within Hattiesburg's annexation area.

¹⁰ Approximate because long term bond payment usually varies somewhat from year to year.

Hattiesburg may also utilize hybrid debt retired through both taxes and user fees. Hattiesburg issued a G.O. refunding bond, series 2016, in the amount of \$7,125,000. The annual debt service requirement for this bond is approximately \$1,500,000 per year, with the last payment due in FYE2020. In other words, this debt will likely pay out before this annexation is concluded.

If so desired, Hattiesburg may replace this retiring debt instrument with new debt in favor of water extensions into the annexation areas. The water extensions are for the purpose of extending fire protection services and maintaining the city's fire rating. The payment (almost \$1,500,000) on the soon-to-retire annual debt is more than adequate to service the debt on the water extensions, which will require approximately \$603,000 per year.

PART 3. FINANCIAL ANALYSIS

Important financial information is provided in this section and is important for a variety of reasons. First, Hattiesburg's financial ability to provide services and make improvements in the proposed annexation areas is one of the *twelve indicia* utilized by the court to determine reasonableness. Second, it is entirely logical for a governing authority to know the financial impact of its commitment to provide services and improvements. This is particularly true when annexation improvements are contingent upon financial feasibility. Finally, because Hattiesburg's annexation will require the construction, staffing and equipping of a new fire station, along with other expenses, annexed citizens need to be assured the costs of servicing the annexation areas are manageable.

The City of Hattiesburg's financial structure is quite complex as a result of state laws as well as administrative preferences. Hattiesburg's financial structure consists of a multitude of accounts, or funds, designed to segregate revenues and expenses. For example, according to the FYE2014 Financial Statement, Hattiesburg maintains ten (10) special revenue funds, eight (8) debt service funds, and four (4) capital project funds, in addition to the general fund and water/sewer fund, and perhaps even other funds. Not all funds are impacted by annexation and therefore this analysis only examines, to the extent necessary, the funds that are impacted by annexation.

Set out in the tables that follow is the financial information related to Hattiesburg's funds that will be most directly impacted by annexation. Many of the city's funds will not be impacted, and therefore, it is not necessary to complicate this plan with those details. The funds that will be directly impacted by annexation include:

- General fund – Accounts for many of the services offered by Hattiesburg, including police, a portion of fire, urban development, federal programs, metropolitan planning, city administration, city council and city clerk, a portion of street and right-of-way maintenance, street lighting, municipal elections, financial administration, building inspections, code enforcement, sanitation, pest and animal control, and multiple other services.
- Parks and Recreation Fund – Accounts for the activities of the parks and recreation department. This fund will be impacted not because of the small population of the proposed annexation areas, but because the parks and recreation department is responsible for beautification and maintenance of public rights-of-way.
- Municipal Fire Protection Fund – Accounts for a special revenue item paid to the city by the State of Mississippi (see Miss. Code Ann. 83-1-37) and utilized for fire protection purposes.
- Municipal Road and Bridge Fund – Accounts for the city's portion of county road and bridge tax revenues refunded to the city for road maintenance (see Miss. Code Ann. 65-15-21). Funds are expended for road maintenance purposes.
- Municipal Bond and Interest Fund – Accounts for the city's revenues which result from a specific tax levy for the purpose of paying principal and interest payments on municipal bonds. It also accounts for periodic bond payments. This fund is impacted by annexation in that annexed residents

will pay the related tax, and long term bonds are anticipated to be utilized to pay for certain improvements in the annexation areas.

The City's water and sewer fund accounts for the revenues and expenditures associated with operations of the water and sewer enterprise. The water and sewer fund is quite different compared to other funds in that it is a business-type activity, meaning it is funded through user fees rather than tax dollars. The financing options for water and sewer extensions are addressed previously, at pages 39-40.

The commentary associated with this analysis is designed to provide the reader with insight regarding the significance of the data, and in some cases, reveal the methodological information. The commentary does not seek to fully explain the intricacies of governmental finance.

TABLE 1: Historical Assessed Valuation for the City of Hattiesburg (next page)

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

A five (5) year history of Hattiesburg's assessed valuation is indicated in Table 1, which follows on the next page.

Table 1

City of Hattiesburg
HISTORICAL ASSESSED VALUATION

	<u>2014 TAX ROLL</u>	<u>% of Total</u>	<u>2015 TAX ROLL</u>	<u>% of Total</u>	<u>2016 TAX ROLL</u>	<u>% of Total</u>	<u>2017 TAX ROLL</u>	<u>% of Total</u>	<u>2018 TAX ROLL</u>	<u>% of Total</u>	<u>AARC 2014-2018</u>
Realty	\$292,135,921	67.2%	\$297,660,699	67.0%	\$306,167,363	67.3%	\$317,415,350	67.4%	\$319,787,184	66.4%	2.3%
Personalty	86,062,798	19.8%	85,757,320	19.3%	88,634,672	19.5%	91,266,312	19.4%	97,852,989	20.3%	3.3%
Auto	32,017,035	7.4%	35,388,731	8.0%	35,993,604	7.9%	38,267,655	8.1%	39,743,679	8.3%	5.6%
Public Utilities	<u>24,412,003</u>	5.6%	<u>25,246,731</u>	5.7%	<u>23,852,267</u>	5.2%	<u>24,019,463</u>	5.1%	<u>23,979,705</u>	5.0%	-0.4%
SUB-TOTAL:	\$434,627,757		\$444,053,481		\$454,647,906		\$470,968,780		\$481,363,557		2.6%
Less Homestead Valuation	<u>(17,178,144)</u>		<u>(17,546,072)</u>		<u>(20,065,120)</u>		<u>(13,962,490)</u>		<u>(20,958,500)</u>		5.1%
TOTAL:	\$417,449,613		\$426,507,409		\$434,582,786		\$457,006,290		\$460,405,057		2.5%

NOTE: Ad valorem taxes are collected one year in arrears. FYE2019 collections are based on the 2018 tax roll (assessed valuation).

SOURCES: Spreadsheets provided by the City of Hattiesburg's Administrative/Finance Department

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: March 8, 2019

TABLE 2: Projected Assessed Valuation for the City of Hattiesburg and the Proposed Annexation Areas (next page)

Table 2 contains not only projections for Hattiesburg's assessed valuation, but it also contains projections for the assessed valuation of Hattiesburg's annexation areas. From a projection standpoint, the two are dramatically different.

The existing City of Hattiesburg has a known assessed valuation history (Table 1) as it is a taxing unit and the county tax assessors assemble the data specifically based upon the city's geography. The annexation areas, on the other hand, are not geographic taxing units and the county assessors do not maintain assessed valuation specifically for the geography of the annexation areas. Thus, parcel by parcel analysis was necessary to arrive at a cumulative assessed valuation of real property for the proposed annexation areas. Knowing the specific business names within the annexation areas, the assessor's office provided personal property valuations. Auto and public utility valuations were estimated based upon the mix of property classes in Hattiesburg.

Hattiesburg's total assessed value has grown at a rate of 1.9% per year for the last five (5) years. Table 2 assumes this same rate of growth will continue over the projection period for both the existing city and the proposed annexation areas. However, it is entirely possible that this growth rate is conservative for the annexation areas given the fact that the areas are continuing to develop.

The projected assessed values for Hattiesburg, the proposed annexation areas, and the combined areas are indicated in Table 2, which follows on the next page.

Table 2

City of Hattiesburg
PROJECTED ASSESSED VALUES

	<u>2019 Tax Roll</u>	<u>2020 Tax Roll</u>	<u>2021 Tax Roll</u>	<u>2022 Tax Roll</u>	<u>2023 Tax Roll</u>
<u>PRESENTLY CONFIGURED CITY</u>					
Realty (less Homestead)	\$304,176,503	\$309,599,840	\$315,098,634	\$320,672,745	\$326,321,944
Personalty	100,788,579	103,812,236	106,926,603	110,134,401	113,438,433
Auto	41,730,863	43,817,406	46,008,276	48,308,690	50,724,125
Public Utilities	23,979,705	23,979,705	23,979,705	23,979,705	23,979,705
TOTAL:	\$470,675,649	\$481,209,187	\$492,013,219	\$503,095,541	\$514,464,207
<u>PROPOSED ANNEXATION AREAS</u>					
Realty (less Homestead)	\$10,481,581	\$10,900,844	\$11,336,878	\$11,790,353	\$12,261,967
Personalty	2,279,297	2,279,297	2,279,297	2,279,297	2,279,297
Auto	1,367,223	1,394,568	1,422,459	1,450,908	1,479,926
Public Utilities	808,751	808,751	808,751	808,751	808,751
	\$14,936,852	\$15,383,460	\$15,847,385	\$16,329,309	\$16,829,942
<u>RESULTANT CITY</u>					
Realty (less Homestead)	\$314,658,083	\$320,500,684	\$326,435,512	\$332,463,097	\$338,583,911
Personalty	103,067,876	106,091,533	109,205,900	112,413,698	115,717,730
Auto	43,098,086	45,211,974	47,430,735	49,759,598	52,204,051
Public Utilities	24,788,456	24,788,456	24,788,456	24,788,456	24,788,456
TOTAL:	\$485,612,501	\$496,592,647	\$507,860,604	\$519,424,850	\$531,294,148

Notes: Ad valorem taxes are collected one year in arrears. FYE2020 collections are based on the 2019 tax roll (assessed values).

Proposed Annexation Area "Realty" & "Personalty" assessed values are projected from 2018 Forrest County and Lamar County tax rolls.

Sources: City of Hattiesburg; Forrest County Tax Assessor;
Lamar County Tax Assessor; Bridge & Watson calculations

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 8, 2019

TABLE 3: Projected Limitations on General Obligation Debt

An important inquiry with respect to a municipality's financial health/strength is whether it has additional borrowing capacity. The Mississippi Legislature imposes limitations on the amount of indebtedness a municipality may incur relative to its assessed valuation (see Miss. Code Ann. 21-33-303). If a city has depleted its margin for additional debt, then its ability to finance capital projects through long term borrowing may be compromised.¹¹ Hattiesburg is fortunate to have remaining significant margin for additional debt.

Table 3 projects that Hattiesburg will have over \$36 million of bonding capacity (15% limitation) and \$54 million of bonding capacity (20% limitation) available to it by 2020, based on the presently configured city. Upon annexation, the assessed valuation of the annexed areas count in favor of the city's bonding capacity. For 2020 and forward, the annexation areas will add additional margin to Hattiesburg's bonding capacity.

For the presently configured city, the debt subject to limitation decreases as debt is retired. The resultant city indicates an increase in debt as a result of the two fire stations that would be constructed to serve the city and annexation areas. As time progresses, the City of Hattiesburg could issue debt for new capital projects, which would lower the city's remaining debt capacity.¹² Nonetheless, Hattiesburg presently enjoys substantial bonding capacity.

Table 3 appears on the following page.

¹¹ Not all long-term forms of indebtedness are subject to the debt limitations imposed by MCA 21-33-303.

¹² This statement assumes new debt issues would be subject to the limitation requirements of MCA 21-33-303. The city could issue debt which is not subject to these limitations.

Table 3**City of Hattiesburg****PROJECTED LIMITATIONS ON GENERAL OBLIGATION DEBT**

<u>PRESENTLY CONFIGURED CITY</u>	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>	<u>FYE2024</u>
Assessed Valuation	\$470,675,649	\$481,209,187	\$492,013,219	\$503,095,541	\$514,464,207
15% Limitation	70,601,347	72,181,378	73,801,983	75,464,331	77,169,631
Debt Subject to 15% Limitation	33,689,113	32,239,100	30,894,537	30,379,987	29,265,000
Remaining Capacity (15% Limitation)	\$36,912,234	\$39,942,278	\$42,907,446	\$45,084,344	\$47,904,631
20% Limitation	94,135,130	96,241,837	98,402,644	100,619,108	102,892,841
Debt Subject to 20% Limitation	39,794,113	36,094,100	33,939,537	32,584,987	30,895,000
Remaining Capacity (20% Limitation)	\$54,341,017	\$60,147,737	\$64,463,107	\$68,034,121	\$71,997,841
<u>RESULTANT CITY</u>					
Assessed Valuation	\$485,612,501	\$496,592,647	\$507,860,604	\$519,424,850	\$531,294,148
15% Limitation	72,841,875	74,488,897	76,179,091	77,913,728	79,694,122
Debt Subject to 15% Limitation ¹	36,189,113	34,659,100	33,234,537	32,634,987	31,430,000
Remaining Capacity (15% Limitation)	\$36,652,762	\$39,829,797	\$42,944,554	\$45,278,741	\$48,264,122
20% Limitation	97,122,500	99,318,529	101,572,121	103,884,970	106,258,830
Debt Subject to 20% Limitation ¹	39,794,113	36,094,100	33,939,537	32,584,987	30,895,000
Remaining Capacity (20% Limitation)	\$57,328,387	\$63,224,429	\$67,632,584	\$71,299,983	\$75,363,830

¹ Includes debt for new public safety/police complex and 2 new fire stations:

- \$29,850,000 for public safety complex in the existing city; funded by 30 year general obligation bonds at 4.00-5.00%.
- \$2,500,000 for fire station in the existing city (Hwy. 49N); funded by a short-term note (5 years) at 3.00%.
- \$2,500,000 for fire station in PAA 1 (Hwy. 98W); funded by 20 year general obligation bonds at 4.50%.

SOURCES: Government Consultants, Inc.; City of Hattiesburg;
Demery Grubbs; Bridge & Watson, Inc.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 26, 2019

TABLE 4: Historical and Projected Retail Sales Tax Diversions

When a retailer is located within a municipality, the state pays (or diverts) to the municipality a portion of the sales tax collected from the retailer. Specifically, 18.5% of the 7% sales tax paid by the consumer is rebated to the city. Sales taxes do not increase because the retailer is in a municipality. Instead, the State of Mississippi gives up a small portion of its collections.¹³

Called retail sales tax diversions, the revenue resulting from retail sales is significant to a municipality. Just as property taxes are significant, retail sales tax diversions make up nearly half of Hattiesburg's general fund collections. Fortunately, Hattiesburg has enjoyed increasing sales tax revenues, but retail establishments are moving west along Highway 98. Hattiesburg sales tax collections are projected to continue to grow at 1.5% per year, which is slightly less than its historical growth rate.

Retail sales data for the annexation areas lies strictly in the domain of the Mississippi Department of Revenue. By submitting a list of businesses within the annexation areas, the Department of Revenue provided two years of retail sales data, including the would-be diversion to the city, for those businesses. The data indicates an astounding 68% increase in sales for the areas. Despite this astounding growth, the data was projected using a conservative 5% growth rate.

Table 4 appears on the following page.

¹³ In other words, annexation does not result in any additional sales taxes paid by the consumer or retailer.

Table 4

City of Hattiesburg
HISTORICAL RETAIL SALES TAX DIVERSIONS

	<u>FYE2014</u>	<u>FYE2015</u>	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>
Revenue to City ¹	\$21,630,769	\$22,301,782	\$21,862,011	\$22,408,645	\$22,612,334

PROJECTED RETAIL SALES TAX DIVERSIONS

	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>	<u>FYE2024</u>
Revenue Generated from Existing City	\$23,066,842	\$23,297,510	\$23,530,485	\$23,765,790	\$24,003,448
Revenue Generated from Proposed Annexation Areas ²	\$700,387	\$735,406	\$772,177	\$810,785	\$851,325
Resultant City Revenue	\$23,767,229	\$24,032,917	\$24,302,662	\$24,576,576	\$24,854,773

¹ Hattiesburg's financial statements/reports for FYE2014 thru FYE2017;
 Unaudited, year-end reports for FYE2018.

² Projected from Mississippi Dept. of Revenue data for businesses in the PAAs.

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: April 15, 2019

- TABLE 5: Historical Revenues and Expenditures for the City of Hattiesburg – General Fund
- TABLE 6: Historical Revenues and Expenditures for the City of Hattiesburg – Municipal Fire Protection Fund
- TABLE 7: Historical Revenues and Expenditures for the City of Hattiesburg – Municipal Road and Bridge Fund
- TABLE 8: Historical Revenues and Expenditures for the City of Hattiesburg – Parks and Recreation Fund

Examination of historical revenues and expenditures provides insight with regard to Hattiesburg’s financial health. This information demonstrates the magnitude of the city’s finances as well as the fund balances. Multiple tables on the following pages demonstrate the history of the general fund, municipal fire protection fund, the municipal road and bridge fund, and the parks and recreation fund. Each of these funds will be impacted by annexation.

Data for these tables is taken from two sources. First, Hattiesburg’s Comprehensive Annual Financial Statements (CAFR) are utilized through fiscal year ending 2014, as this is the most recent CAFR available at the time of this writing. Next, internal financial reports demonstrating the actual (as opposed to budgeted) financial activity for city funds were utilized to produce unaudited financials for FYE 2015 and FYE 2016.

Tables 5 thru 8 appear on the following pages.

Table 5

City of Hattiesburg

GENERAL FUND

HISTORICAL REVENUES AND EXPENDITURES

	FYE2013	FYE2014	FYE2015	FYE2016	FYE2017	FYE2018
Revenues						
General property taxes	\$12,431,389	\$12,914,907	\$12,912,105	\$14,988,854	\$14,752,256	\$16,864,811
Sales tax collections	21,470,956	21,630,769	22,301,782	21,862,011	22,408,645	22,612,334
Other taxes	31,287	23,824	25,164	31,982	34,769	35,819
Licenses and permits	4,526,547	4,458,451	4,436,024	4,098,361	4,035,805	4,039,903
Fines, forfeitures and penalties	1,717,456	1,735,764	2,153,531	1,527,501	1,182,893	1,079,751
Interest, rents and concessions	108,884	109,773	95,362	90,494	148,440	184,255
Intergovernmental	2,028,926	1,202,130	529,957	2,056,012	4,212,489	2,250,527
Charges for services	2,387,726	2,377,427	2,398,617	2,344,156	2,357,915	2,452,291
Other revenues	229,295	727,521	2,551,357	731,569	742,044	1,215,248
Total revenues	44,932,466	45,180,566	47,403,899	47,730,940	49,875,256	50,734,939
Expenditures						
Current:						
General government	6,227,218	7,045,870	8,318,077	9,155,681	9,232,396	9,432,582
Public safety	21,197,343	20,591,063	19,822,940	20,325,723	21,273,366	22,449,849
Public services	11,378,948	10,538,872	13,295,050	11,808,901	14,200,838	10,203,307
Other services	1,506,375	1,570,718	1,517,480	1,674,014	1,499,740	1,265,967
Mass transit	0	0	0	0		
Culture and recreation	0	0	0	0		
Human/social assistance	152,293	154,962	205,660	191,933	209,880	186,920
Economic development	160,000	160,000	160,000	230,000	255,000	305,000
Capital outlay	----- CAPITAL OUTLAY ACCOUNTED FOR BY CITY DIVISIONS -----				96,618	0
Debt service:						
Principal payments	1,628,555	1,566,493	1,484,722	1,047,853	590,646	1,069,600
Interest and fiscal charges	176,630	137,115	104,133	79,837	590,613	471,178
Total expenditures	42,427,362	41,765,093	44,908,062	44,513,942	47,949,097	45,384,403
Excess (deficiency) of revenues over (under) expenditures	2,505,104	3,415,473	2,495,837	3,216,998	1,926,159	5,350,536
Other Financing Sources (Uses)						
Proceeds from long term debt	0	0	0	0	0	0
Proceeds from sale of capital asset	0	0	0	0	2,362	0
Compensation for loss of capital assets	0	0	0	0	1,454,243	0
Transfers in	619,573	0	200,000	0	401,299	0
Transfers out	(3,307,234)	(3,465,500)	(3,215,000)	(3,631,543)	(3,460,000)	(4,517,890)
Other sources	110,921	155,077	450,247	3,154,329	49,204	357,701
Total Other Financing Sources (Uses)	(2,576,740)	(3,310,423)	(2,564,753)	(477,214)	(1,552,892)	(4,160,189)
Net Change in Fund Balance	(71,636)	105,050	(68,916)	2,739,784	373,267	1,190,346
Fund balance - beginning of year	7,748,255	7,676,619	7,781,669	7,712,753	10,452,537	10,825,804
Prior period adjustment	0	0	0	0	0	0
Fund balance - end of year	\$7,676,619	\$7,781,669	\$7,712,753	\$10,452,537	\$10,825,804	\$12,016,150
BALANCE as a % of TOTAL EXPENDITURES	18.1%	18.6%	17.2%	23.5%	22.6%	26.5%

SOURCES: Hattiesburg's financial statements/reports for FYE2013 thru FYE2017;
Unaudited, year-end reports for FYE2018.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 8, 2019

Table 6
City of Hattiesburg Select Special Revenue Funds
MUNICIPAL FIRE PROTECTION FUND
HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2013</u>	<u>FYE2014</u>	<u>FYE2015</u>	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>
Revenues						
Fines, forfeitures and penalties	\$1,730	\$501	\$1,004	\$177	\$300	\$663
Interest, rents and concessions	3,956	4,551	4,843	2,059	6,556	4,437
Intergovernmental	245,107	250,627	250,234	294,952	257,495	262,518
Charges for services	95,652	95,652	0	191,304	95,652	95,652
Other revenues	275	550	5,000	787,954	0	444,291
Total revenues	<u>346,720</u>	<u>351,881</u>	<u>261,081</u>	<u>1,276,446</u>	<u>360,003</u>	<u>807,562</u>
Expenditures						
Current:						
Public safety	149,614	194,531	157,481	972,188	134,402	746,016
Debt service:						
Principal payments	148,551	153,344	156,908	176,757	353,048	350,755
Interest and fiscal charges	23,537	18,743	15,179	11,710	15,568	12,526
Total expenditures	<u>321,702</u>	<u>366,618</u>	<u>329,568</u>	<u>1,160,655</u>	<u>503,018</u>	<u>1,109,297</u>
Excess (deficiency) of revenues over (under) expenditures	25,018	(14,737)	(68,487)	115,791	(143,015)	(301,735)
Fund balance - beginning of year	<u>861,251</u>	<u>886,269</u>	<u>871,532</u>	<u>803,045</u>	<u>910,048</u>	<u>767,033</u>
Fund balance - end of year	<u>\$886,269</u>	<u>\$871,532</u>	<u>\$803,045</u>	<u>\$918,836</u>	<u>\$767,033</u>	<u>\$465,298</u>

SOURCES: Hattiesburg's financial statements/reports for FYE2013 & FYE2014;
Unaudited, year-end reports for FYE2015 thru FYE2018.

NOTE: FYE2015 thru FYE2017 audits do not include details about this fund.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 8, 2019

Table 7

City of Hattiesburg Select Special Revenue Funds

MUNICIPAL ROAD AND BRIDGE FUND

HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2013</u>	<u>FYE2014</u>	<u>FYE2015</u>	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>
Revenues						
Interest, rents and concessions	\$2	\$1	\$2,017	\$0	\$6,408	\$293
Intergovernmental	3,907,221	4,253,331	2,070,993	3,654,311	2,167,022	1,977,061
Charges for services	0	0	0	0	0	0
Other revenues	181,000	0	67,524	37,500	65,014	0
Total revenues	<u>4,088,223</u>	<u>4,253,332</u>	<u>2,140,534</u>	<u>3,691,811</u>	<u>2,238,444</u>	<u>1,977,354</u>
Expenditures						
Current:						
Public services	4,141,976	3,953,902	1,012,028	2,925,917	3,487,932	4,228,946
Debt service:						
Principal payments	24,293	24,107	26,819	116,069	0	0
Interest and fiscal charges	5,690	4,789	4,250	2,181	0	0
Total expenditures	<u>4,171,959</u>	<u>3,982,798</u>	<u>1,043,097</u>	<u>3,044,167</u>	<u>3,487,932</u>	<u>4,228,946</u>
Excess (deficiency) of revenues over (under) expenditures	(83,736)	270,534	1,097,437	647,644	(1,249,488)	(2,251,592)
Other Financing Sources (Uses)						
Transfers in	0	0	0	0	0	1,117,890
Other sources	1,132	0	0	0	81,040	0
Total Other Financing Sources (Uses)	<u>1,132</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>81,040</u>	<u>1,117,890</u>
Net Change in Fund Balance	(82,604)	270,534	1,097,437	647,644	(1,168,448)	(1,133,702)
Fund balance - beginning of year	595,058	512,454	782,988	1,880,425	2,528,069	1,359,621
Fund balance - end of year	<u>\$512,454</u>	<u>\$782,988</u>	<u>\$1,880,425</u>	<u>\$2,528,069</u>	<u>\$1,359,621</u>	<u>\$225,919</u>

SOURCES: Hattiesburg's financial statements/reports for FYE2013 & FYE2014;
Unaudited, year-end reports for FYE2015 thru FYE2018.

NOTE: FYE2015 thru FYE2017 audits do not include details about this fund.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: March 8, 2019

Table 8
City of Hattiesburg Select Special Revenue Funds
PARKS AND RECREATION FUND
HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2013</u>	<u>FYE2014</u>	<u>FYE2015</u>	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>
Revenues						
General property taxes	\$823,113	\$849,721	\$848,791	\$872,805	\$903,096	\$920,313
Interest, rents and concessions	1,376	309	430	699	1,003	1,207
Intergovernmental	88,147	29,151	0	0	0	12,500
Charges for services	33,882	26,010	26,611	48,761	49,603	51,116
Other revenues	344,820	3,873	28,855	67,358	16,721	500
Total revenues	<u>1,291,338</u>	<u>909,064</u>	<u>904,687</u>	<u>989,623</u>	<u>970,423</u>	<u>985,636</u>
Expenditures						
Current:						
Culture and recreation	<u>3,089,535</u>	<u>3,064,982</u>	<u>3,252,544</u>	<u>2,941,383</u>	<u>3,174,736</u>	<u>3,158,281</u>
Total expenditures	<u>3,089,535</u>	<u>3,064,982</u>	<u>3,252,544</u>	<u>2,941,383</u>	<u>3,174,736</u>	<u>3,158,281</u>
Excess (deficiency) of revenues over (under) expenditures	(1,798,197)	(2,155,918)	(2,347,857)	(1,951,760)	(2,204,313)	(2,172,645)
Other Financing Sources (Uses)						
Transfers in	2,102,234	2,045,500	2,180,000	2,270,000	2,240,000	2,570,000
Other	0	0	7	0	2,092	165
Total Other Financing Sources (Uses)	<u>2,102,234</u>	<u>2,045,500</u>	<u>2,180,007</u>	<u>2,270,000</u>	<u>2,242,092</u>	<u>2,570,165</u>
Net Change in Fund Balance	304,037	(110,418)	(167,850)	318,240	37,779	397,520
Fund balance - beginning of year	<u>199,247</u>	<u>503,284</u>	<u>392,866</u>	<u>225,016</u>	<u>543,256</u>	<u>581,035</u>
Fund balance - end of year	<u>\$503,284</u>	<u>\$392,866</u>	<u>\$225,016</u>	<u>\$543,256</u>	<u>\$581,035</u>	<u>\$978,555</u>

SOURCES: Hattiesburg's financial statements/reports for FYE2013 & FYE2014;
Unaudited, year-end reports for FYE2015 thru FYE2018.

NOTE: FYE2015 thru FYE2017 audits do not include details about this fund.

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: March 8, 2019

TABLE 9: Summary of Fund Balances

Perhaps a simplistic way to collectively view tables 5 through 8 is to simply summarize the fund balances. Table 9 repeats the fund balances and then sums them, providing an indication of Hattiesburg's financial strength across each of the funds. It is important to note, however, that fund balances do not equate into cash on hand as they are the product of accrual based accounting.

Table 9 appears on the following page.

Table 9

City of Hattiesburg
SUMMARY OF FUND BALANCES

	<u>FYE2013</u>	<u>FYE2014</u>	<u>FYE2015</u>	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>
<u>General Fund</u>						
Fund balance - beginning of year	\$7,748,255	\$7,676,619	\$7,781,669	\$7,712,753	\$10,452,537	\$10,825,804
Fund balance - end of year	\$7,676,619	\$7,781,669	\$7,712,753	\$10,452,537	\$10,825,804	\$12,016,150
<u>Municipal Fire Protection</u>						
Fund balance - beginning of year	\$861,251	\$886,269	\$871,532	\$803,045	\$910,048	\$767,033
Fund balance - end of year	\$886,269	\$871,532	\$803,045	\$918,836	\$767,033	\$465,298
<u>Municipal Road & Bridge</u>						
Fund balance - beginning of year	\$595,058	\$512,454	\$782,988	\$1,880,425	\$2,528,069	\$1,359,621
Fund balance - end of year	\$512,454	\$782,988	\$1,880,425	\$2,528,069	\$1,359,621	\$225,919
<u>Parks & Recreation</u>						
Fund balance - beginning of year	\$199,247	\$503,284	\$392,866	\$225,016	\$543,256	\$581,035
Fund balance - end of year	\$503,284	\$392,866	\$225,016	\$543,256	\$581,035	\$978,555
<u>Summary</u>						
Fund balance - beginning of year	\$9,403,811	\$9,578,626	\$9,829,055	\$10,621,239	\$14,433,910	\$13,533,493
Fund balance - end of year	\$9,578,626	\$9,829,055	\$10,621,239	\$14,442,698	\$13,533,493	\$13,685,922

SOURCES: Hattiesburg's financial statements/reports for FYE2013 thru FYE2017;
 Unaudited, year-end reports for FYE2015 thru FYE2018.

PREPARED BY: Bridge & Watson, Inc.
 DATE PREPARED: March 8, 2019

TABLE 10: Projected Revenues and Expenditures from the Proposed Annexation Areas

The annexation areas will generate a certain amount of revenue and require the expenditure of monies in order to deliver needed services and improvements. Table 10 isolates the financial impact of annexation with respect to the general fund, municipal fire protection fund, the municipal road and bridge fund, and the parks and recreation fund.

Table 10 provides a projection of the estimated revenues expected to be generated by the annexation areas. Ad valorem tax collections increase at the same rate as the assessed valuation grows, and sales tax collections grow at 5% despite the enormous growth in the proposed annexation areas reported by the Mississippi Department of Revenue. Within a short period following a successful annexation, municipal taxes will apply to the territory, sales tax diversions will begin, the city police department will immediately deliver services to annexed areas, which will result in revenue producing citations, and other revenues will begin as well.

Some of the more insignificant amounts of revenue have not been computed for the annexation areas¹⁴ and in some cases revenues are computed to remain flat (no growth over the projection period). One very significant assumption associated with this table is that Hattiesburg's millage rate remains the same over the projection period.

Table 10 also computes the expenditures associated with annexation, except for water and sewer expenses. The computed expenses result from the various departmental needs (personnel and equipment) as identified earlier in this plan and it also incorporates the departmental operating expenses. Expenses are grown at an inflationary rate to account for the inevitable increase in the cost of doing business.

Table 10 is the best possible representation of how annexation will impact Hattiesburg's general fund, municipal fire protection fund, the municipal road and bridge fund, and the parks and recreation fund.

One final note regarding the expenditures shown on table 10. The expenditure item "Capital Outlay" represents a minimum funding level the city wishes to allocate to future improvements specifically within the annexation area. Although such improvements have not yet been identified, many options exist including, but not limited to, enhanced street lighting, further beautification, street reconstruction, drainage improvements, and many others. Through the adoption of this plan, the city commits to reserve at least \$100,000 per year for this purpose.

Table 10 appears on the following page.

¹⁴ One example of this would be the fire insurance rebate revenues, which are distributed to municipalities pursuant to Miss Code Ann 83-1-37.

Table 10

City of Hattiesburg

PROJECTED REVENUES AND EXPENDITURES - PROPOSED ANNEXATION AREAS

	<u>FYE2020</u>	<u>FYE2021</u>	<u>FYE2022</u>	<u>FYE2023</u>	<u>FYE2024</u>
Revenues					
General property taxes (general fund, 41.60 mills)	\$568,180	\$585,381	\$603,258	\$621,836	\$641,144
General property taxes (parks & rec. fund, 2.00 mills)	27,316	28,143	29,003	29,896	30,824
General property taxes (bonds & int. fund, 4.00 mills)	54,633	56,287	58,006	59,792	61,648
Sales tax collections	700,387	735,406	772,177	810,785	851,325
Licenses and permits	33,688	33,688	33,688	33,688	33,688
Fines, forfeitures and penalties	8,720	8,720	8,720	8,720	8,720
Intergovernmental (general fund)	3,327	3,327	3,327	3,327	3,327
Intergovernmental (road & bridge fund)	81,367	83,800	86,327	88,952	91,680
Charges for services (sanitation)	9,996	9,996	9,996	9,996	9,996
Other revenues (penalties & int. on delinq. taxes)	0	16,680	17,179	17,697	18,235
Total revenues	<u>1,487,615</u>	<u>1,561,429</u>	<u>1,621,680</u>	<u>1,684,690</u>	<u>1,750,587</u>
Expenditures					
Current:					
General government	105,244	58,296	49,112	49,942	50,786
Public safety	107,385	1,026,755	976,699	989,864	1,003,003
Public services	336,216	200,661	204,052	207,501	211,008
Other services	2,909	2,958	3,008	3,059	3,111
Culture and recreation	172,860	87,372	88,849	90,351	91,877
Capital outlay	100,000	100,000	100,000	100,000	100,000
Total expenditures	<u>824,614</u>	<u>1,476,043</u>	<u>1,421,721</u>	<u>1,440,717</u>	<u>1,459,785</u>
Excess (deficiency) of revenues over (under) expenditures	663,001	85,386	199,959	243,973	290,802
Other Financing Sources (Uses)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Change in Fund Balance	663,001	85,386	199,959	243,973	290,802
Fund balance - beginning of year	0	663,001	748,387	948,346	1,192,320
Prior period adjustment	0	0	0	0	0
Fund balance - end of year	<u>\$663,001</u>	<u>\$748,387</u>	<u>\$948,346</u>	<u>\$1,192,320</u>	<u>\$1,483,121</u>

SOURCES: City of Hattiesburg; Bridge & Watson, Inc.

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: April 25, 2019

APPENDIX A

**ENGINEERING WATER AND SEWER DETAILED
COST ESTIMATES AND MAPS**

Preliminary Opinion of Probable Costs		Project No.: 1268	Date: July 22, 2019
Sewer			
PAA 1	Highway 98 West		\$ 5,032,000
PAA 2	Windlass Drive		\$ 389,000
PAA 3	Highway 49 North		\$ 3,648,000
		Project Subtotal	\$ 9,069,000
		Contingencies	\$ 2,267,000
		Engineering	\$ 1,451,000
		Project Total	\$ 12,787,000

Preliminary Opinion of Probable Costs		Project No.: 1268	Date: July 22, 2019
Water			
PAA 1	Highway 98 West		\$ 3,936,000
PAA 2	Windlass Drive		\$ 157,000
PAA 3	Highway 49 North		\$ 1,203,000
		Project Subtotal	\$ 5,296,000
		Contingencies	\$ 1,324,000
		Engineering	\$ 847,000
		Project Total	\$ 7,467,000

Note:

1. Revised with removal of Cooperative Energy on Highway 42 and adjusted unit prices based on current bidding
2. Revised with addition of elevated storage tank on Hwy 42 and 20 inch water line

Preliminary Opinion of Probable Costs		Project No.: 1268	Date: November 21, 2018		
Highway 98 West					
Summary of Quantities (Sewer)					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	8" PVC Sewer, SDR 26 (All Depths)	23,660	Lin. Ft.	\$ 140	\$ 3,312,400
2	4" PVC Sewer, Force Main, SDR 26 (All Depths)	16,600	Lin. Ft.	\$ 20	\$ 332,000
3	Road Bores, All Sizes	1,940	Lin. Ft.	\$ 250	\$ 485,000
4	48" Diameter Precast Concrete Manhole (All Depths)	73	Each	\$ 4,000	\$ 292,000
5	80 gpm Lift Station, Complete in Place	2	Each	\$ 250,000	\$ 500,000
6	Gravity Sewer Service Connection	111	Each	\$ 1,000	\$ 111,000
			Subtotal PAA-1 (Sewer)		\$5,032,000.00

Preliminary Opinion of Probable Costs		Project No.: 1268		Date: November 21, 2018	
Windlass Drive					
Summary of Quantities (Sewer)					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	8" PVC Sewer, SDR 26 (All Depths)	2,300	Lin. Ft.	\$ 140	\$ 322,000
3	Road Bores, All Sizes	50	Lin. Ft.	\$ 250	\$ 12,500
4	48" Diameter Precast Concrete Manhole (All Depths)	9	Each	\$ 4,000	\$ 36,000
6	Gravity Sewer Service Connection	18	Each	\$ 1,000	\$ 18,000
			Subtotal PAA-2 (Sewer)		\$ 389,000

Preliminary Opinion of Probable Costs		Project No.: 1268		Date: November 21, 2018	
Highway 49 North					
Summary of Quantities (Sewer)					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	8" PVC Sewer, SDR 26 (All Depths)	15,100	Lin. Ft.	\$ 140	\$ 2,114,000
2	1½" PVC Sewer, Force Main, SDR 26 (All Depths)	6,900	Lin. Ft.	\$ 15	\$ 103,500
3	4" PVC Sewer, Force Main, SDR 26 (All Depths)	9,300	Lin. Ft.	\$ 20	\$ 186,000
4	Road Bores, All Sizes	600	Lin. Ft.	\$ 250	\$ 150,000
5	48" Diameter Precast Concrete Manhole (All Depths)	44	Each	\$ 4,000	\$ 176,000
6	80 gpm Lift Station, Complete in Place	2	Each	\$ 250,000	\$ 500,000
7	120 gpm Lift Station, Complete in Place	1	Each	\$ 300,000	\$ 300,000
8	Gravity Sewer Service Connection	28	Each	\$ 1,000	\$ 28,000
9	Grinder Pump Sewer Service Connection	6	Each	\$ 15,000	\$ 90,000
			Subtotal PAA-3 (Sewer)		\$ 3,648,000

Preliminary Opinion of Probable Costs		Project No.: 1268		Date: July 22, 2019	
Highway 98 West					
Summary of Quantities (Water)					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	6" Ductile Iron Water Line	2,000	Lin. Ft.	\$ 45	\$ 90,000
2	12" Ductile Iron Water Line	28,350	Lin. Ft.	\$ 65	\$ 1,842,800
3	20" Ductile Iron Water Line	950	Lin. Ft.	\$ 100	\$ 95,000
4	Road Bores, All Sizes	1,700	Lin. Ft.	\$ 150	\$ 255,000
5	6" Gate Valve	4	Each	\$ 1,000	\$ 4,000
6	12" Gate Valve	20	Each	\$ 2,000	\$ 40,000
7	20" Gate Valve	3	Each	\$ 5,000	\$ 15,000
8	Fire Hydrant w/ Appurtenances	27	Each	\$ 3,500	\$ 94,500
9	500,000 Gallon Elevated Storage Tank	1	Each	\$ 1,500,000	\$ 1,500,000
			Subtotal PAA-1 (Water)		\$ 3,936,000

Preliminary Opinion of Probable Costs		Project No.: 1268	Date: November 21, 2018		
Windlass Drive					
Summary of Quantities (Water)					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	6" Ductile Iron Water Line	3,000	Lin. Ft.	\$ 45	\$ 135,000
2	12" Ductile Iron Water Line	-	Lin. Ft.	\$ 65	\$ -
3	Road Bores, All Sizes	50	Lin. Ft.	\$ 150	\$ 7,500
4	6" Gate Valve	4	Each	\$ 1,000	\$ 4,000
5	12" Gate Valve	-	Each	\$ 2,000	\$ -
6	Fire Hydrant w/ Appurtenances	3	Each	\$ 3,500	\$ 10,500
			Subtotal PAA-2 (Water)		\$ 157,000

Preliminary Opinion of Probable Costs		Project No.: 1268		Date: November 21, 2018	
Highway 49 North					
Summary of Quantities (Water)					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	6" Ductile Iron Water Line	6,900	Lin. Ft.	\$ 45	\$ 310,500
2	12" Ductile Iron Water Line	11,300	Lin. Ft.	\$ 65	\$ 734,500
3	Road Bores, All Sizes	400	Lin. Ft.	\$ 150	\$ 60,000
4	6" Gate Valve	3	Each	\$ 1,000	\$ 3,000
5	12" Gate Valve	9	Each	\$ 2,000	\$ 18,000
6	Fire Hydrant w/ Appurtenances	22	Each	\$ 3,500	\$ 77,000
			Subtotal PAA-3 (Water)		\$1,203,000.00

City of Hattiesburg Proposed Annexation Water Utility Map PAA 1: Highway 98 West



1 inch = 1,667 feet

Legend

Annexation Area

City Boundary 2015

Existing Water Valves

Existing Fire Hydrants

Existing Water Mains

Utility Points

Proposed 500,000 Gallon Elevated Tank

Proposed Fire Hydrant

Proposed Water Valve

Utility Mains

Proposed 6" Ductile Iron Water Main

Proposed 12" Ductile Iron Water Main

Proposed 20" Ductile Iron Water Main

City of Hattiesburg Proposed Annexation Water Utility Map PAA 2: Windlass Drive



1 inch = 167 feet

Legend

-  Annexation Area
-  City Boundary 2015

-  Existing Water Valves
-  Existing Fire Hydrants

 Existing Water Mains

Utility Points

-  Proposed Fire Hydrant
-  Proposed Water Valve

Utility Mains

-  Proposed 6" Ductile Iron Water Main
-  Proposed 12" Ductile Iron Water Main

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

3

1 inch = 1,293 feet

Legend

- Annexation Area
- City Boundary 2015

- Existing Water Valves
- Existing Fire Hydrants
- Existing Water Mains

Utility Points

- Existing Hyd
- Water Valve

Utility Mains

- Proposed 6" Ductile Iron Water Main
- Proposed 12" Ductile Iron Water Main

City of Hattiesburg Proposed Annexation
Water Utility Map
PAA 3: Highway 49 North

City of Hattiesburg Proposed Annexation Sewer Utility Map PAA 1: Highway 98 West



1 inch = 1,667 feet

Legend

Annexation Area

City Boundary 2015

Existing Sewer Manholes

Existing Sewer Gravity Mains

Force Main

Proposed 4" PVC Sewer Force Main

Utility Points

Proposed Lift Station

Proposed Sewer Manhole

Utility Mains

Proposed 8" PVC Sewer Gravity Main

City of Hattiesburg Proposed Annexation Sewer Utility Map PAA 2: Windlass Drive



1 inch = 167 feet

Legend

-  Annexation Area
-  City Boundary 2015

-  Existing Sewer Gravity Mains
-  Existing Sewer Manholes

Utility Points

-  Proposed Lift Station
-  Proposed Sewer Manhole

Utility Mains

-  Proposed 8" PVC Sewer Gravity Main

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

3

1 inch = 1,293 feet

Legend

- Annexation Area
- City Boundary 2015
- Existing Sanitary Sewer Manholes
- Existing Sewer Gravity Mains

Force Mains

- Proposed 1.5" Sewer Force Main
- Proposed 4" Sewer Force Main

Utility Points

- Proposed Lift Station
- Proposed Sewer Manhole
- Proposed Grinder Pump

Utility Mains

- Proposed 8" PVC Sewer Gravity Main

City of Hattiesburg Proposed Annexation
Sewer Utility Map
PAA 3: Highway 49 North

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve the minutes for the August 5 & 6, 2019 meetings of the City Council.
File Number: 2019-92
Minute Book #

Summary

August 5 & 6, 2019 city council minutes.

Recommendation Statement

Recommend approval of the minutes for the August 5 & 6, 2019 meetings of the City Council.

Please place this on the August 20, 2019 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, August 6, 2019**, in the Dining Room of the Jackie Dole Community Center.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public. Absent: Deborah Delgado, Ward 2.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The Pledge of Allegiance was led by Chief Anthony Parker.

The prayer was given by Associate Pastor Chris Camille of River of Life Church.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

- 1. 2019-1** Approve the minutes for the July 15 & 16, 2019 meetings of the City Council.
- Attachments: 7-15-19 AR, FY 19-20 BP Mins.
7-16-19 Mins.

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the July 15 & 16, 2019 meetings of the City Council.

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

Yeas: 4- George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

2. **2019-9** Adopt the August 6, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: August 2019 Budget Amendments

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt the August 6, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt resolution (#2019-253) authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

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

Yeas: 4 - Jeffrey George, Carter Carroll, Mary Dryden, Nicholas Brown

Nays: 0

Absent: 1 - Delgado

3. **2019-53** Adopt a Resolution authorizing the form of a Development and Reimbursement Agreement between P&W Investments, LLC, a Mississippi Limited Liability Company, and the City of Hattiesburg and authorize the Mayor to execute the same.

Attachments: Hattiesburg TIF (Avid Hotel) Resolution Approving Development and Reimbursement Agreement
Hattiesburg TIF - Avid Hotel (2019) (204647) - Development Agreement

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2019-254) authorizing the form of a Development and Reimbursement Agreement between P&W Investments, LLC, a Mississippi Limited Liability Company, and the City of Hattiesburg and authorize the Mayor to execute the same.

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

Yeas: 4- George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

4. **2019-2** Adopt a Resolution authorizing Requisition No. 47 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 47

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-255) authorizing Requisition No. 47 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

5. **2019-26** Adopt a Resolution authorizing Disbursement No. 21 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Attachments: Disbursement Resolution #21

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-256) authorizing Disbursement No. 21 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

6. **2019-15** Rescind approval of the Interlocal Agreement approved July 16, 2019 related to a Pavement Management Plan, and Approve an Interlocal Agreement with Forrest County enabling each jurisdiction to fund its share of local match and other related costs of a Pavement Management Plan administered by the MPO and authorize the Mayor to execute the same.

Attachments: INTERLOCAL AGREEMENT - Pavement Management 7-22-2019

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Rescind approval of the Interlocal Agreement approved July 16, 2019 related to a Pavement Management Plan, and Approve an Interlocal Agreement with Forrest County enabling each jurisdiction to fund its share of local match and other related costs of a Pavement Management Plan administered by the MPO and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

7. **2019-40** Approve an Interlocal Agreement between the City of Hattiesburg and Forrest County to facilitate joint improvements to City streets and defining respective responsibilities with regards to undertaking and financing of such improvements, contingent upon approval by Forrest County and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.

Attachments: Interlocal-Street improvements

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve an Interlocal Agreement between the City of Hattiesburg and Forrest County to facilitate joint improvements to City streets and defining respective responsibilities with regards to undertaking and financing of such improvements, contingent upon approval by Forrest County and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

8. **2019-37** Approve Owner / Architect Agreement with Albert & McCleskey Associates Architects for architectural services provided for owner-procured equipment, materials and installation services related to the construction of the Public Safety Complex and authorize Mayor to execute in triplicate.

Attachments: Contract Owner Procured Equip 07.29.19-signed
 Contract Owner Procured Equip Cover Ltr

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Owner / Architect Agreement with Albert & McCleskey Associates Architects for architectural services provided for owner-procured equipment, materials and installation services related to the construction of the Public Safety Complex and authorize Mayor to execute in triplicate.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

9. **2019-42** Approve an Agreement with Terracon Consultants, Inc. to provide Geotechnical Engineering Services for the Fire Station No. 9 project and authorize the Mayor to execute in duplicate.

Attachments: Revised Fire Station #9.GeoProposal.PE4195029

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve an Agreement with Terracon Consultants, Inc. to provide Geotechnical Engineering Services for the Fire Station No. 9 project and authorize the Mayor to execute in duplicate.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

10. **2019-33** Approve a Professional Services Agreement between the City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$57,550.00 for annual maintenance and an additional fee of \$21,580.00 for semi-annual maintenance and authorize the Mayor to execute the same.

Attachments: Generator Maintenance Proposal 2019

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve a Professional Services Agreement between the City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$57,550.00 for annual maintenance and a additional fee of \$21,580.00 for semi-annual maintenance and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

11. **2019-28** Approve a Contract with Shows, Dearman and Waits, Inc. for Preliminary Engineering Services through the LPA process of MDOT for Country Club Road Reconstruction between Killingsworth Drive and Highway 49 and authorize Mayor to execute in duplicate.

Attachments: SD&W Contract - 2019 Cover Sheet
 SD&W Contract - 2019

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve a Contract with Shows, Dearman and Waits, Inc. for Preliminary Engineering Services through the LPA process of MDOT for Country Club Road Reconstruction between Killingsworth Drive and Highway 49 and authorize Mayor to execute in duplicate.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 12. 2019-48** Approve Agreement between the City of Hattiesburg and Southern Mississippi Planning and Development, for administrative services related to the Lamar Boulevard Road Improvements (EDA) Disaster Supplemental Grant Project and authorize the Mayor to execute the same.

Attachments: AGREEMENT FOR ADMINISTRATIVE SERVICES1 - City of Hattiesburg – EDA

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Agreement between the City of Hattiesburg and Southern Mississippi Planning and Development, for administrative services related to the Lamar Boulevard Road Improvements (EDA) Disaster Supplemental Grant Project and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 13. 2019-7** Approve Lighting Agreement with Mississippi Power to provide additional lighting in the East Jerusalem Enhancement Area for a monthly cost increase of \$677.18 and authorize the Mayor to execute the same.

Attachments: MS Power-East Jerusalem

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Lighting Agreement with Mississippi Power to provide additional lighting in the East Jerusalem Enhancement Area for a monthly cost increase of \$677.18 and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 14. 2019-8** Approve Lighting Agreement with Mississippi Power to provide additional lighting in the Vickers Estate Area for a monthly cost increase of \$44.40, and an upfront cost of \$1,593.30 and authorize the Mayor to execute the same.

Attachments: MS Power-Vickers Estate

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power to provide additional lighting in the Vickers Estate Area for a monthly cost increase of \$44.40, and an upfront cost of \$1,593.30 and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 15. 2019-12** Approve Lighting Agreement with Mississippi Power for additional lighting in the Alley between South 22nd and 23rd Avenues for an additional monthly cost of \$65.49 and authorize the Mayor to execute the same.

Attachments: MS Power-Ally between 22nd and 23rd Ave

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power for additional lighting in the Alley between South 22nd and 23rd Avenues for an additional monthly cost of \$65.49 and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 16. 2019-39** Approve Payment Application No. 6 and Final from C.B. Developers for the Comprehensive Water Improvements Phase V Project; Approve final acceptance of said project.

Attachments: Closeout documents & Final pay application

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Payment Application No. 6 and Final from C.B. Developers for the Comprehensive Water Improvements Phase V Project; Approve final acceptance of said project.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 17. 2019-38** Approve an Agreement with Moore and Moore Properties, Inc. for the collection and treatment of Domestic Wastewater and authorize the Mayor to execute the same.

Attachments: Agreement - Moore & Moore Properties
 Payment
 Survey & Deeds
 Ordinance 3167
 Ordinance 3205

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve an Agreement with Moore and Moore Properties, Inc. for the collection and treatment of Domestic Wastewater and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 18. 2019-23** Approve Service Agreement with the Commission of Accreditation for Law Enforcement Agencies, in connection with an on-site assessment of Hattiesburg Police Department and authorize the Mayor to execute the same.

Attachments: Mock Assessment

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Service Agreement with the Commission of Accreditation for Law Enforcement Agencies, in connection with an on-site assessment of Hattiesburg Police Department and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 19. 2019-14** Approve an Interlocal Agreement with the University of Southern Mississippi for the provision of expanded service hours for certain fixed transit routes on certain days, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.

Attachments: Interlocal Agreement - USM Athletics - 7-30-2019

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve an Interlocal Agreement with the University of Southern Mississippi for the provision of expanded service hours for certain fixed transit routes on certain days, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 20. 2019-43** Approve Event Marketing Agreement with IMG College, LLC, for marketing partnership with USM athletics for a three (3) year period beginning October 1, 2019 and ending October 1, 2021, in the annual amounts outlined in said agreement and authorize the Mayor to execute the same.

Attachments: USM-City of Hattiesburg-IMG August 2019

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Event Marketing Agreement with IMG College, LLC, for marketing partnership with USM athletics for a three (3) year period beginning October 1, 2019 and ending October 1, 2021, in the annual amounts outlined in said agreement and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 21. 2019-45** Approve form of Assignment of Sixteenth Section Lease and Deed to Improvements and Promissory Note for the purchase of property at 1410 West Pine Street; Approve purchase amount of \$607,000.00 and five year payment schedule and authorize Mayor to execute upon closing of transaction.

Attachments: WD to City from Courtesy Ford (002)
 WD to City from TNM REALTY (002)
 NOTE (002)

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve form of Assignment of Sixteenth Section Lease and Deed to Improvements and Promissory Note for the purchase of property at 1410 West Pine Street; Approve purchase amount of \$607,000.00- and five-year payment schedule and authorize Mayor to execute upon closing of transaction.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 22. 2019-51** Adopt an ordinance amending sections 17-1 through 17-10 of the Code of Ordinances of the City of Hattiesburg, addressing aggressive panhandling in the City of Hattiesburg

Attachments: Amended Ord. Panhandling

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt an Ordinance (#3260) amending sections 17-1 through 17-10 of the Code of Ordinances of the City of Hattiesburg, addressing aggressive panhandling in the City of Hattiesburg.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 23. 2019-31** Authorize payment for stored materials for the State Aid Project 31st Avenue and Alley Improvements Project (No. DECD-0018(34)BO).

Attachments: 31st Ave Stored Materials - Written Consent of the Surety
 31st Stored Materials Letter
 31st Ave Stored Material
 31st Avenue State Aid Project - Advancement of Materials

A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize payment for stored materials for the State Aid Project 31st Avenue and Alley Improvements Project (No. DECD-0018(34)BO).

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 24. 2019-18** Authorize the acceptance of the FY2020 Multi-Modal Transportation Improvement Program Award from the Mississippi Department of Transportation (MDOT) in the amount of \$13,800; authorize the Mayor to execute the same in triplicate.

Attachments: MDOT FY20 Multi-Modal Contract

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize the acceptance of the FY2020 Multi-Modal Transportation Improvement Program Award from the Mississippi Department of Transportation (MDOT) in the amount of \$13,800; authorize the Mayor to execute the same in triplicate.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 25. 2019-13** Authorize the acceptance of Grant Offer in the amount of \$574,200.00 from the Federal Aviation Administration for the Bobby L. Chain Municipal Airport Drainage Restoration Part I project and authorize the Mayor to execute in duplicate.

Attachments: Grant Offer 2019

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Authorize the acceptance of Grant Offer in the amount of \$574,200.00 from the Federal Aviation Administration for the Bobby L. Chain Municipal Airport Drainage Restoration Part I project and authorize the Mayor to execute in duplicate.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 26. 2019-25** Authorize the acceptance of the Traumatic Brain Injury/Spinal Cord Injury Trust Fund Program Award from the Mississippi Department of Rehabilitation Services (MDRS) in the amount of \$2,250 for the purchase of motorized wheelchair charging stations to be installed at five locations in the city. Authorize the Mayor to execute the same in duplicate.

Attachments: MDRS Grant Agreement

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize the acceptance of the Traumatic Brain Injury/Spinal Cord Injury Trust Fund Program Award from the Mississippi Department of Rehabilitation Services (MDRS) in the amount of \$2,250 for the purchase of motorized wheelchair charging stations to be installed at five locations in the city. Authorize the Mayor to execute the same in duplicate.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 27. 2019-32** Authorize the submission of the FY 2019 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$1,115,474 for the Hattiesburg Police Department to purchase the LifeMap 3D Modeling System, which will include 3D modeling of 5 city buildings, a viewer application, and first responder training.

Attachments: FY 2019 Funding Opportunity Letter
 MOHS Funding Request-Stakeholder Response
 Budget Detail Worksheets

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize the submission of the FY 2019 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$1,115,474 for the Hattiesburg Police Department to purchase the LifeMap 3D Modeling System, which will include 3D modeling of 5 city buildings, a viewer application, and first responder training.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 28. 2019-36** Ratify and confirm the Mayor's appointment of Eddie Holloway (W1) to the Hattiesburg Public School Board for a term beginning September 1, 2019 and ending August 31, 2024.

Attachments: Holloway Data Sheet
 Holloway Resume

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Eddie Holloway (W1) to the Hattiesburg Public School Board for a term beginning September 1, 2019 and ending August 31, 2024.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

- 29. 2019-30** Ratify and confirm the Mayor's appointment of Jeff Keyseear (W4) to the Hattiesburg Planning Commission for a five year term beginning August 1, 2019 and ending July 31, 2024.

Attachments: Keyseear Resume 2019

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Jeff Keyseear (W4) to the Hattiesburg Planning Commission for a five year term beginning August 1, 2019 and ending July 31, 2024.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

30. 2019-52 Approve or Deny changes to wages and salaries proposed in accordance with Ordinance # 3154.

Attachments: Pay Scale Alignment Police Department Council August 2019 Council Draft 2

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance # 3154..

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member George and seconded by Council member Council Member Brown to approve the Routine Agenda.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 – Delgado

1. 2019-10 Set a public hearing on the proposed budget and proposed tax levies for fiscal year 2020 for 5:30 p.m. on Tuesday, September 3, 2019, in Council Chambers at City Hall; authorize advertisement of Notice of Public Hearing.

Attachments: Notice of Public Hearing on FY 20 Budget

2. 2019-24 Approve and authorize issuance of manual check for CDBG Program Claim. {Entitlement CDBG}

Attachments: Invoice for Manual Check Payment #4 - 216 North 16th FINAL

3. 2019-49 Approve and authorize publication of a Request for Proposals for implementing a fully functional, city wide, cloud based telecommunications system utilizing Voice over Internet Protocol (VOIP). for the City of Hattiesburg.

Attachments: cityofhattiesburgvoiprpf
RFP- VOIP

4. 2019-41 Approve and authorize publication of advertisement for bids for a Motorized Mobile Storage Shelving and Evidence Locker System complying with the attached specifications to be installed in the Public Safety Complex during its construction.

Attachments: ADVERTISEMENT FOR BIDS-Shelving-September
10 51 13.10 Metal Evidence Lockers
10 56 26.23 Motorized Mobile Storage Shelving
A2.4b Second Floor Plan Part B Ref Plan

5. **2019-34** Acknowledge receipt of the Fiscal Year 2020 budget for Pine Belt Regional Solid Waste Authority.

Attachments: PBRSWA 2020 Budget
 PBRSWA Disposal Rates 2020

6. **2019-11** Approve claims docket for the period ending July 31, 2019.

Attachments: DOCKET 7.31.19

Executive Session

A MOTION was made by Council Member George for the Council to enter closed session to determine the need to enter Executive Session at 4:25 p.m.

Council President Carroll asked for the room to be cleared at this time.

A MOTION was made by Council Member George and seconded by Council Member Brown to enter Executive Session to discuss strategy or negotiations with respect prospective litigation concerning a tax abatement, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25-41-7 (b) at 4:26 p.m.

Council Vice President Dryden recused herself and left the room at 4:27 p.m.

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

Yeas: 3 - George, Carroll and Brown

Nays: 0

Absent: 1 - Delgado

Recused: 1 - Dryden

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss strategy or negotiations with respect prospective litigation concerning a tax abatement.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Carter Carroll and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Interim Chief Financial Officer, Connie Everett; Police Chief, Anthony Parker; Assistant Police Chief, Peggy Sealy; Major Michael Fleming; Fire Chief, Sherrocko Stewart; Assistant Fire Chief, Danny Wade; City Engineer, Lamar Rutland; Director of Urban Development, Andrew Ellard; Director of the Water Department, Alan Howe; Director of Public Works, Ronnie Perkins; Clerk of Council, Ronda Cole; Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Member and seconded by Council Member exit Executive Session and re-open the meeting to the public at.

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

Yeas: 3 - George, Carroll and Brown

Nays: 0

Absent: 1 - Delgado

Recused: 1 - Dryden

Council President Carroll stated to the public that there was no action taken during Executive Session.

Council Member George moved that the City of Hattiesburg join with Forrest County in settling a colorable claim/threatened litigation by Hattiesburg Farm LLC/Silicon Ranch concerning an inducement agreement entered into by the City and Forrest County in 2015 by granting a ten (10) - year exemption beginning in 2019 upon payment of 2018 personal property taxes without penalties and interest, and that , upon review of the City Attorney, the Mayor be authorized to sign a settlement agreement containing these terms, with the City's portion of the 2018 personal property taxes being \$428, 372.95.

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

Yeas: 3 - George, Carroll and Brown

Nays: 0

Absent: 1 - Delgado

Recused: 1 - Dryden

Council Vice President Dryden re-entered the room at 4:39 p.m.

In Memoriam:

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

- Ms. Mary Annette Esters
- Mr. Walter Bone
- Mrs. Kaity Grenn

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 4:40 p.m., this 6th day of August, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

**THIS PAGE LEFT BLANK
INTENTIONALLY**

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, August 5, 2019**, in Council Chambers at City Hall.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Joe Kinan, 204 Greenwood Place

There were no other citizens present who wished to address the Council.

2019-109 Citizens' Forum Sign-In Sheet, 8-5-19.

Attachments: 8-5-19 Citizens' Forum Sign-In Sheet

Council Vice President Dryden closed the Citizen Forum.

Work Session

Council President Carroll proceeded with the Work Session, which included:

1. Equal Pay Ordinance - Councilwoman Deborah Delgado
2. Census Presentation - Administration - Kristi Hicks
3. Homeless Resource Center - Administration - Dr. Rita Porter
4. Amendments to Ordinance #3084 - Administration - Ann Jones

Budget Presentations

Council President Carroll closed the Work Session and proceeded with Fiscal Year 2019-2020 Budget Presentations from the following departments:

- **Urban Development**

2019-74 Urban Development Budget Presentation - Andrew Ellard

 FY'19-20 Budget Proposal Presentation, 8-5-19
- **Municipal Court**

2019-75 Municipal Court Budget Presentation - Judge Wes Curry

 FY'19-20 Budget Presentation, 8-5-19
- **Administration**

Meeting Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 5:27 p.m., this the 5th day of August, 2019.**

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: Ginger Lowrey, Planning Administrator
cc: Lamar Rutland
Date: Tuesday, August 20, 2019
Re: Adopt an Ordinance filed by Oka Howard to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street. The Planning Commission recommended to Approve on August 7, 2019.
File Number: 2019-61
Minute Book #

Summary

Street Renaming - Poplar Row to Wayne McMickle Sr. Street, Ward 2

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

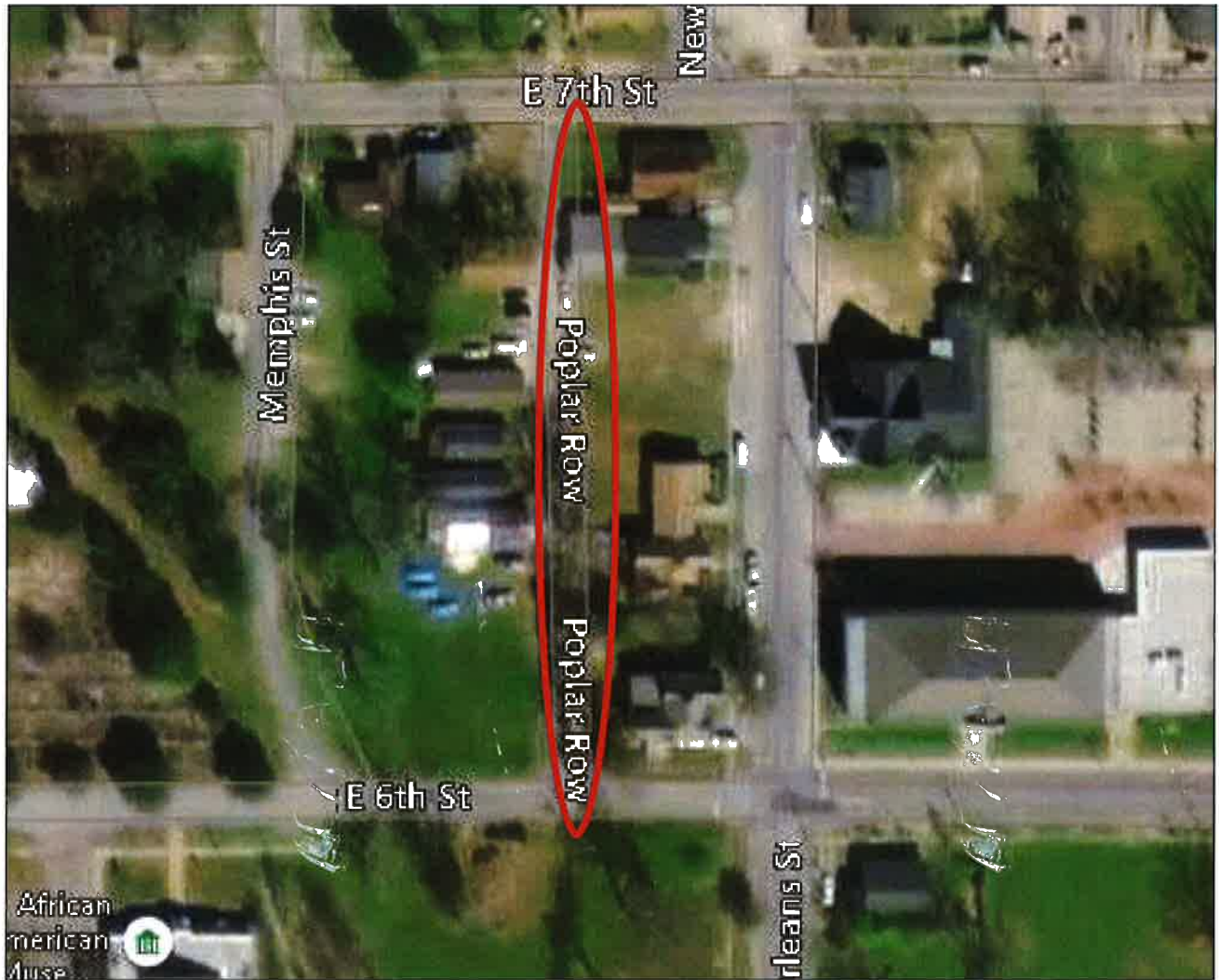
SUBJECT PARCEL: Poplar Row—Street Renaming

Oka Howard, Applicant

The applicant requests to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street.



Site Aerial



SURROUNDING AREA

Northern Direction: R-1C (Single Family Residential) District/ Single Family Dwelling



Southern Direction: R-1C (Single Family Residential) District/ Greenspace



Eastern Direction: R-1C (Single Family Residential) District/ Residential



Western Direction: R-1C (Single Family Residential) District/ Residential



**Planning Commission
Case Fact Sheet**

Names of Petitioner:	Oka Howard, Applicant		
Address of Property: Poplar Row	Tax Parcels/Ward: -	PPIN: -	Ward: 2
Request:	Street Renaming		
Purpose of Request:	To consider an application to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street.		
Applicant Summary:	Applicant proposes to name the street after her brother, Wayne "Boss Hogg" McMickle Sr., a resident of the street and local character.		
Present Adjacent Zoning:	R-1C, Single-Family Residential District		
Most Nearly Bounded By (streets):	This location is presently known as Poplar Row. It is bounded to the south, where it is intersected by E 6 th Street. It is bounded to the north, where it is intersected by E 7 th Street. To the west, it is bounded by an undeveloped, partially vacated alley. To the east, it is bounded by New Orleans Street.		
History/Background:	Planning Staff has submitted a Memorandum regarding the historic relevance of the street name, Poplar Row. In March 2019, the City Council voted to approve a petition by the Hattiesburg Convention Commission for a conditional use as a museum on certain lots on the corner of E 6 th Street and Poplar Row. Relocation of the Oseola McCarty House to the site is pending.		
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of July 22, 2019.		
Comments:	The Acknowledgement of Affected Residents or Businesses was		

submitted with Application. At the time of this report, some parcel owners have not been contacted.

Options:

Recommend Approval or Denial of the request to **rename the public street** presently known as Poplar Row to Wayne McMickle Sr. Street.

Street or Alley Closing, Vacating, Naming or Renaming Information (3 pages)

1. Please indicate specific request(s): ☐ Street ☐ Alley
☐ Closing ☐ Vacating ☐ Naming ☒ Re-Naming

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

POPLAR ROW

3. Names of all intersecting or bounding streets and/or alleys:

INTERSECTED BOUNDED BY E 6th ST TO THE SOUTH, E 7th
ST TO THE NORTH (INTERSECTS BUT DOES NOT CROSS).
BOUNDED BY UNNAMED PARTIALLY VACATED ^{UNDEVELOPED} ALLEY TO WEST AND
NEW ORLEANS ST TO EAST.

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

BLOCK 112

LOTS 1-9

5. Describe existing development on property adjacent to the street/alley (i.e.: type of land uses, number of occupied dwelling units, business, height of buildings, etc.) And surrounding property within 400 feet.

Type of Land Use of adjacent development	Number of each Type adjacent to development	Maximum height of buildings (stories)	Number of properties immediately affected by change	Number of additional properties within 400 feet
Businesses	1	1	0	1
Residences	7	1	3	15
Apartments	0	0	0	0
Churches/Schools	0	0	0	1

Any additional Information: THERE ARE CURRENTLY 3 HOUSES WITH
ADDRESSES ON POPLAR ROW. FOUR HOUSES AND A BUSINESS
ON NEW ORLEANS BACK UP TO POPLAR ROW.

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

STREET SIGNS WILL HAVE TO BE CHANGED, AND
EMERGENCY PERSONNEL WILL HAVE TO UPDATE
THEIR SYSTEM FOR TRANSPORT/RESPONSE PURPOSES.

* QUESTIONS 1-6 COMPLETED BY
 PLANNING STAFF.

15

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes ~~_____~~ No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners adjacent to the street/alley renaming. Include all names and addresses and a legal opinion or affidavit attesting to the signatures of all owners of record. The affidavit must be sworn to before a notary public or other appropriate official.
(Sample form attached)

Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

**ATTACH SAMPLE STREET / ALLEY Acknowledgement of Affected residents/business
As PAGE 3**

STREET/ALLEY CLOSING
STREET RENAMING

ACKNOWLEDGMENTS OF AFFECTED RESIDENTS OR BUSINESSES

PRESENT NAME: Poplar Row Alley PROPOSED NAME: Wayne Mc Nickle, Sr. (Boss Hogg)

CHECK ONE: PROPERTY OWNERS LIST BUSINESS OWNERS LIST

INCLUDE ALL NAMES, ADDRESSES, CITY TAX PARCEL NUMBERS AND A LEGAL OPINION OR AFFIDAVIT ATTESTING TO THE SIGNATURES OF ALL OWNERS OF RECORD.

PLEASE PRINT OR TYPE

NAME	ADDRESS	PPIN # or TAX PARCEL #	APPROVE	DENY	SIGNATURE
<u>Wayne Mc Nickle, Sr.</u>	<u>6034 Poplar Row Alley</u>	<u>19034</u>	<u>✓</u>	<u> </u>	<u>[Signature]</u>
<u>Sandra Smothers</u>	<u>6030 Poplar Row Alley</u>	<u> </u>	<u>✓</u>	<u> </u>	<u>Sandra Smothers</u>
<u>Leola Washington</u>	<u>6030 Poplar Row Alley</u>	<u> </u>	<u>✓</u>	<u> </u>	<u>Leola Washington</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

May 31, 2019

MEMO for Poplar Row Historic Significance – Hattiesburg

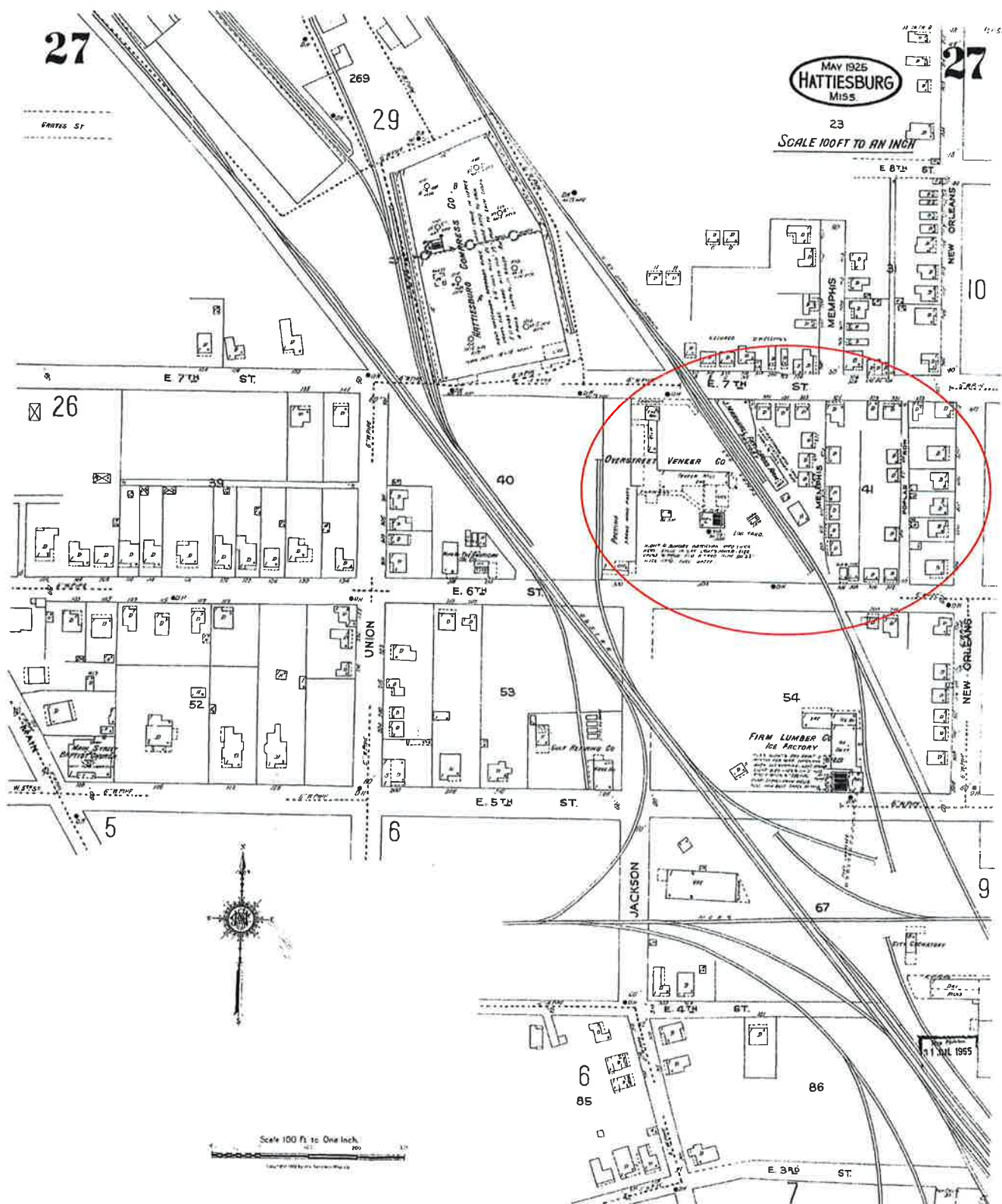
By: Russell Archer, Historic Planner

Poplar Row is a north/south street that runs between E. 6th and E. 7th St. in the Mobile-Bouie Neighborhood of Hattiesburg, MS. The street first appears on Sanborn fire insurance maps in 1925 as a narrow “cut-through” path with three small dwellings on the west side of the street and a number of auto garages on the east side. The garages appear to be accessory structures to the adjacent houses that faced New Orleans Street. A similar access path, Memphis St., was located just west of Poplar Row and featured an even denser pattern of dwellings; however, the maps show that Memphis Street was not open to vehicular access in its early years. Over time, additional houses were constructed along the east and west sides of Poplar Row and, presumably, the street was continually improved for modern automobile traffic.

Both Poplar Row and Memphis St. contained groupings of modest sized houses on small lots, which would be consistent with worker housing of the early twentieth century. The close proximity of several factories and industrial sites within blocks of these streets would further illustrate the need for affordable and, often, factory-owned worker housing in the area. In fact, the naming of Poplar Row could be closely tied to the nearby Overstreet Veneer Company, which utilized Poplar among other wood sources for their veneer products.

Referencing tree and flower species in a geographical area appears to have been a common approach to 20th century street naming. Tulip poplar or yellow poplar stands are not uncommon for the Hattiesburg area, especially within a mile of major water sources, such as the Leaf River, which is approximately ¾ mile to the east of Poplar Row. Even the use of the term “Row” could be significant as it references a regular and cohesive line of buildings that likely served a similar purpose.

Street names that have been in place for over 50 years help provide context and significance to neighborhoods in the same way that structures over 50 years old are considered historically significant. These streets and built resources are particularly important in giving clues to current and future citizens about how a neighborhood developed and how that neighborhood fits into the broad patterns of development for Hattiesburg.



Sanborn Map Company. Hattiesburg, Forrest, Mississippi. May 1925. New York, Sanborn Map & Publishing Company.
 Retrieved from University of Southern Mississippi Libraries, <http://sanborn.umi.com lynx.lib.usm.edu/ms/4468/dateid-000008.htm?CCSI=19801n>. (May 24, 2019).

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE RE-NAMING POPLAR ROW (BEGINNING AT THE
INTERSECTION OF EAST 7TH STREET AND ENDING AT THE INTERSECTION
OF EAST 6TH STREET) TO WAYNE MCMICKLE SR. STREET
IN THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, that Poplar Row, presently between East 7th Street and East 6th Street, as now located, is a public street located in the City of Hattiesburg, Forrest County, Mississippi; and

WHEREAS, the many of the owners of property adjacent to this portion of property have consented to the naming of this portion of a street, subject to the waiting period of thirty (30) days from the date of publication of this ordinance; and

WHEREAS, the Mayor and City Council do now find, determine and adjudge that it would be in the best interest of the City of Hattiesburg, that said Poplar Row be re-named Wayne McMickle Sr. Street.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. That Poplar Row, presently between East 7th Street and East 6th Street, as now located is a public street located in the City of Hattiesburg, Forrest County, Mississippi, being more particularly described as follows:

Public Platted Street of the T. M. Fuller Subdivision Re-subdivided from a portion of Block 112 of Kamper and Whinnery No. 2, known as Poplar Row; more particularly described as running South from East 7th Street to East 6th Street located in the SE 1/4 of the SW 1/4 of Section 3, T-4-N, R-13-W, In the City of Hattiesburg, County of Forrest County, State of Mississippi.

as now located and the same is hereby re-named **WAYNE MCMICKLE SR. STREET.**

SECTION 2. That the Engineering Department of the City of Hattiesburg shall, on the effective date of this Ordinance, proceed to make all necessary changes on City records and maps identifying the above streets as Wayne McMickle Sr. Street by this Ordinance.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and

after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilman, _____ seconded by Councilman, _____ and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
AUGUST 7, 2019**

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners Absent: Ricardo Bryant

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Russell Archer, Historic Planner
Caroline Miles, Planner
Steve Mitchell, Building Official
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 PM.

AGENDA REVIEW

There came the matter of the August 2019 Agenda. A request was made by Chair Miller for a motion to approve the August 2019 Agenda. A motion was made to approve the August 2019 Agenda by Commissioner Pickett and seconded by Commissioner Hinton.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the July 3, 2019 minutes. Commissioner Ray requested one clerical correction to the minutes regarding the incorrect use of a preposition. A request was made by Chair Miller for a motion to approve the July 3, 2019 minutes. A motion was made by Commissioner Hinton to approve the minutes as corrected and seconded by Commissioner Ray.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for July 2019 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Ginger M. Lowrey, AICP, Planning Division Manager. Mrs. Lowrey introduced Regina Melson, the new Senior Planner with the City of Hattiesburg Planning Division. She also introduced Commissioner Jeff Keyseear, who

was recently appointed to the Planning Commission. Mrs. Lowrey also discussed the proposed Text Amendment that was presented at the July 2019 meeting is still a tabled item.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller discussed the upcoming working meeting for Commissioners who are interested in attending to discuss the tabled Text Amendment. The working meeting is to be held on Monday August 12, 2019 at location to be determined by Staff, though likely Jackie Dole Sherrill Community Center, depending on availability.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

Chair Miller declared the Public Hearing for the Planning Commission open at 1:14 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Old Business- Text Amendment), to take from the table and consider a petition filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to leave on the table the request. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett

Rebekah Ray
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Street Renaming), filed by Oka Howard, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Oka Howard	528 E. 9 th Street	Hattiesburg, MS
<u>Proponents:</u>	Debra Delgado		Hattiesburg, MS
<u>Opponents:</u>	None		

Both Ms. Howard and Ms. Delgado spoke to how the late Mr. Otis Wayne “Boss Hogg” McMickle, Sr. was a pillar of the community as a high-profile business owner of a funeral home and also discussed how he participated in the Civil Rights Movement in Hattiesburg, notably the Freedom Summer.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray stated that she would like to see some way to compromise to retain the historically significant street name Poplar Row, while still finding a way to honor Mr. McMickle’s memory. Commissioner Keyseear made a motion to Approve the request. Commissioner Pickett seconded the motion.

Commissioners voting aye: Mark Miller, Chair
 Amy Hinton, Vice-Chair
 Rhoda A. Pickett
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: Rebekah Ray

Commissioners abstaining: None

There came the matter of Item C (Conditional Use- Place of Assembly), filed by Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Places of assembly not otherwise listed” as defined by the LDC for a certain property located at 301 Court Street (Parcel 2-029P-10-350.00, PPIN 18634, Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Rink Russell	301 Court Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Mr. Russell presented the application on behalf of Mrs. Russell and informed the Commissioners that the Applicants, Mr. Strickland and Mr. Craft, had backed out on the application. Mr. and Mrs. Russell, the property owners, were still pursuing the conditional use on the property as a wedding event venue, as it would be an asset to them as they tried to sell their property; with the conditional use, it can either be sold to be a wedding event venue or as a residence. Mr. Russell said he would not be doing any additional work to bring the site into compliance with ADA standards, but future owners, should they be interested in purchasing the property to use as a wedding venue would have to make that investment as they applied for permitting with the City.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Waites stated that he seen no current need for this approval as it will not be used and that the Commission was setting a precedent for conditional use approvals to increase the saleability of properties in the Historic Districts. Chair Miller stated that while he is not opposed to the use at the location, he is opposed to the uncertain circumstances of the sale. Commissioner Waites stated future buyer/owner would have the opportunity to apply for a conditional use, if they so choose. Commissioner Pickett stated that she, too was concerned with the uncertain circumstances of the sale of the property. Commissioner Dawe stated that this conditional use would be a positive for the value of the property. Commissioner Hinton stated that the approval would not be for any kind of use that the site has not previously seen.

Commissioner Conville made a motion to Approve the request. Commissioner Dawe seconded the motion.

Commissioners voting aye: Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Charles Dawe
Dick Conville

Commissioners voting nay: Mark Miller, Chair
Rhoda A. Pickett
Kenneth Waites
Jeff Keyseear

Commissioners abstaining: None

There came the matter of Item D (Rezone Request R-1B to B-2), filed by Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 314 Bay Street (Parcel 2-029P-10-281.00, PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Kenneth Moye	PO Box 8241	Moss Point, MS
	Sam Levison	PO Box 8241	Moss Point, MS
<u>Proponents:</u>	Debra Delgado		
<u>Opponents:</u>	Seth Hunter	508 Walnut Street	Hattiesburg, MS
	Fran DuFour	113 Short Bay Street	Hattiesburg, MS
	Jennifer Shaidnagle	417 Walnut Street	Hattiesburg, MS
	Andrea Saffle	409 Walnut Street	Hattiesburg, MS

Mr. Moye and Mr. Levison presented a PowerPoint to the Commissioners. Within their presentation, they highlighted that the property is within a neighborhood business corridor on the future land use map, provided the high traffic counts on Bay Street, as well as provided an updated site plan. They discussed the area's demographics and discussed feasibility for the proposed business on the site should the rezoning request be successful. Mr. Moye stated that he had reached out to the Historic Hattiesburg Neighborhood Association as well as various

Councilpersons. The only person who had been receptive was Councilwoman Delgado.

Councilwoman Delgado spoke in favor of the request. She is a member of the neighborhood and stated that it takes imagination, creativity, and risk to have a successful business. The rezoning would provide the opportunity for the business.

Mr. Hunter, the attorney representing the HHNA, spoke in opposition to the proposal. He stated there has been no change in the character of the neighborhood and there was no public need so the rezoning should not be approved. Mr. Hunter stated that there are various zoning code violations, environmental violations, and back taxes owed against the property at current. He also stated that when the property was previously in operation as a gas station, there were issues with vagrancy in the neighborhood that went away when the gas station shut down. He also stated there had been no communications by the applicants with the HHNA prior to the application being made. He stated the neighborhood was seeing increased property values and that the neighborhood wanted to protect that by maintaining residentially zoned properties. Fran Dufour, HHNA President, spoke against the rezoning. She stated the goal of the HHNA was to maintain the atmosphere of the neighborhood as residential. Jennifer Shaidnagle spoke against the rezoning. She stated that the rezoning had the potential to devalue the property and provided an example of how historic homes in the North Main District are devalued by surrounding commercial properties. Andrea Saffle, former president of the HHNA, spoke against the rezoning. She stated that property values in the Historic Hattiesburg neighborhood were around \$100 per square foot, and it was a prime goal to protect home values by maintaining residential zoning.

Mr. Moye rebutted by stating that he intends on coming fully into compliance with all Codes. He stated he is a completely separate entity from Mr. Marvin Arrington, the owner who previously tried to rezone the property.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to Deny the request for rezoning on the basis that there is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question. Commissioner Waites seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: Rhoda A. Pickett

Commissioners abstaining: None

Commissioners recused from vote: Charles Dawe

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 3:00 P.M.

A preliminary plat review for Shadow Ridge Subdivision Phase II was presented. Shannon Wells, Engineer, presented. Commissioner Conville made a motion to approve the plat, and Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Rhoda A. Pickett
Kenneth Waites
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners absent for vote: Charles Dawe

Having no further business, Vice-Chairman Hinton made a motion to adjourn the meeting. The motion was seconded at Commissioner Ray. There being no further business, the meeting was adjourned at 3:07 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, August 20, 2019

Re: Acknowledge receipt of request filed by Mr. Kenneth Moye, to appeal the Planning Commission's denial of the petition filed by Kenneth Moye, Bay Street Developments, LLC Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, to change the zoning classification for a certain property located at 314 Bay Street (Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

File Number: 2019-63
Minute Book #

Summary

Acknowledge receipt of request filed by Mr. Kenneth Moye, to appeal the Planning Commission's denial of the petition filed by Kenneth Moye, Bay Street Developments, LLC Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, to change the zoning classification for a certain property located at 314 Bay Street (Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

Recommendation Statement

Acknowledge receipt of appeal.

Please place this on the August 20, 2019 City Council meeting for consideration.



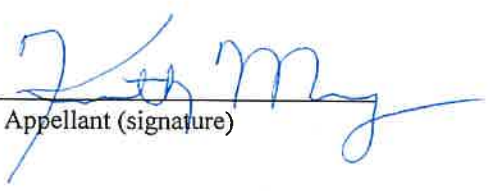
Send to:
Andrew Ellard, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

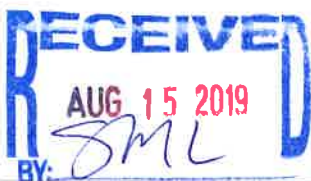
**REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS
RECOMMENDATION**

Today's Date: August 9, 2016
Planning Commission or Board of Adjustment Date: August 7, 2019 (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: Marvin Arrington
Name of Person Requesting Appeal Hearing: Kenneth Moya, Bay Street Development, LLC
Mailing Address of Person Requesting Appeal Hearing: PO Box 8241, Moss Point, MS 39562
Address of Petitioned Property: 314 Bay Street, Hattiesburg, MS
Petitioner's Request of the Planning Commission or Board of Adjustments: Rezoning from R-1B to B-2
Planning Commission or Board of Adjustment's Recommendation: Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

Kenneth Moya
Appellant (print)


Appellant (signature)





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, August 20, 2019

Re: Approve or Deny a petition filed by Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner, to request a Conditional Use as “Places of assembly not otherwise listed” as defined by the LDC for a certain property located at 301 Court Street (Ward 4). The Planning Commission recommended to Approve on August 7, 2019.
File Number: 2019-62
Minute Book #

Summary

301 Court Street – Conditional Use - Places of assembly not otherwise listed

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

SUBJECT PARCEL: 301 Court Street

Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner

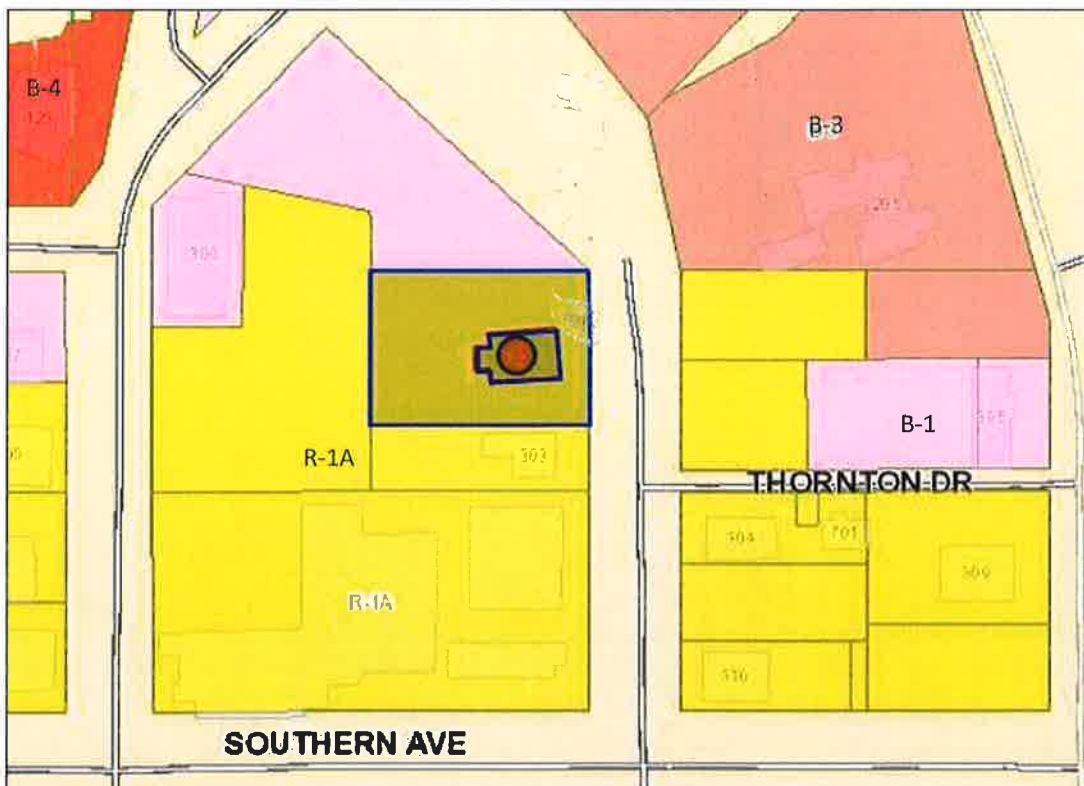
The petitioners request a Conditional Use as a "Places of assembly not otherwise listed" as defined by the LDC for a certain property located at 301 Court Street (Parcel 2-029P-10-350.00, PPIN 18634, Ward 4)



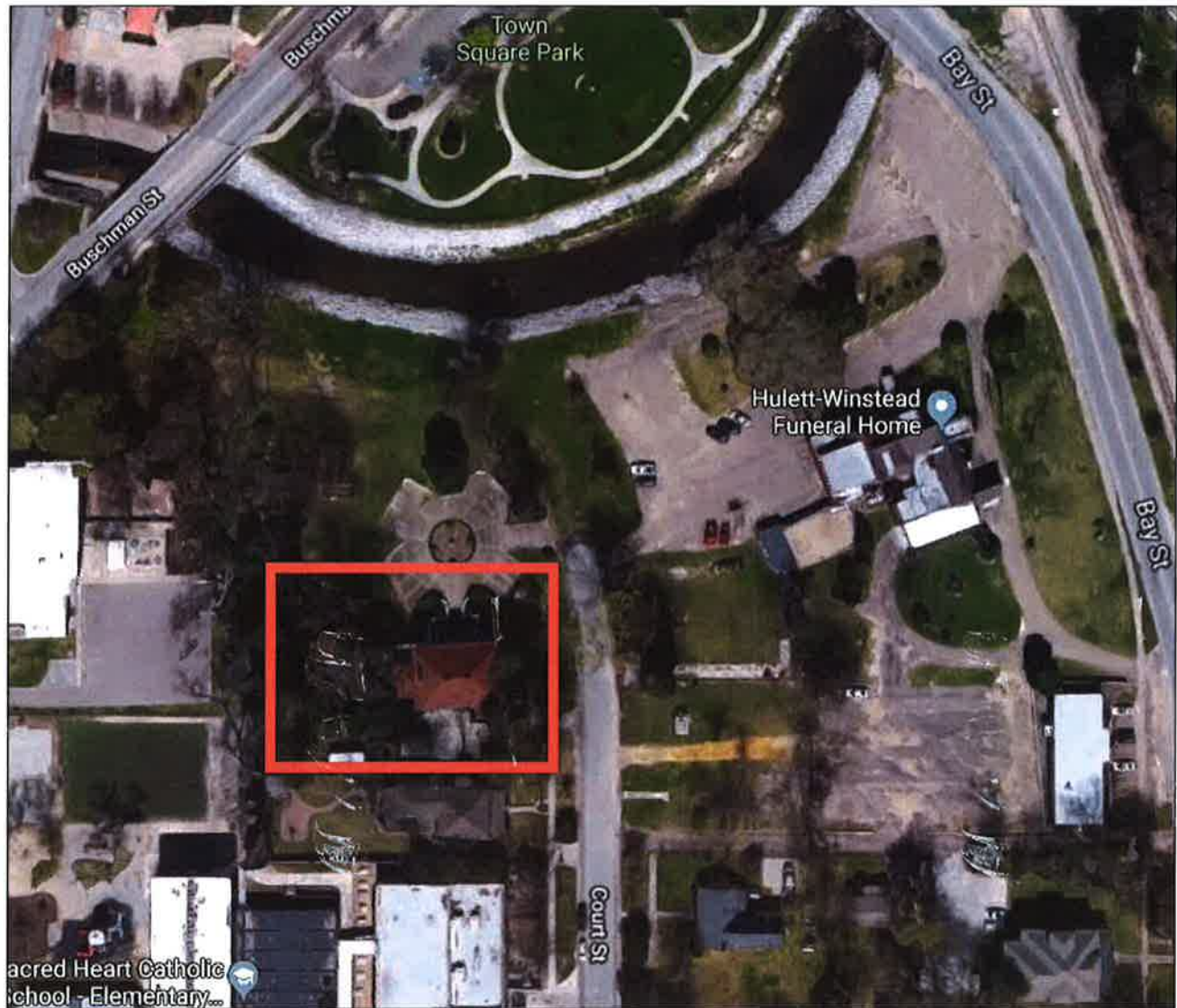
Vicinity Map—Ward 4



Zoning—R-1A



Site Aerial



SURROUNDING AREA

Northern Direction: B-1
(Professional Business) District/
Parking and greenspace



Southern Direction: R-1A (Single
Family Residential) District/
Residential



Eastern Direction: R-1A (Single
Family Residential) District/ Vacant

Western Direction: R-1A (Single
Family Residential) District/School





**Planning Commission
Case Fact Sheet**

Names of Petitioners: Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner

Address of Properties:
301 Court Street

Tax Parcels
2-029P-10-350.00

PPIN:
18634

Ward:
4

Request: **Conditional Use**

Purpose of Request: To consider an application for a Conditional Use as a "Places of assembly not otherwise listed" as defined by the LDC for a certain property located at 301 Court Street (Parcel 2-029P-10-350.00, PPIN 18634, Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.3 R-1A Single Family Residential District: The purpose of the R-1A District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

Conditional Use: 5.4.30 Places of Assembly.

5.4.30 Places of Assembly.

5.4.30.1 Places of assembly seating more than 600 people must have direct access to a major thoroughfare. Pedestrian and bicycle access is encouraged and will be required whenever a public sidewalk or trail abuts the property.

5.4.30.2 Accessory uses such as administrative offices, bookstores, parking lots, community centers, multi-purpose

facilities, outdoor recreational facilities, and care centers on the same site or sites contiguous to the principal use shall be permitted. Similar uses on noncontiguous sites or on a site separated from the principal use by a public street shall be considered principal uses in their own right and will be regulated as such. No merchandise or merchandise display shall be visible from outside a building. No business or identification sign pertaining to an accessory use shall be visible from outside the building

5.4.30.3 Except as noted in 5.4.33.2 accessory uses not permitted as principal uses (including television stations, radio stations, printing presses, or sports complexes) are prohibited.

Present Zoning:	This parcel is currently zoned R-1A (Residential) District.
Present Use:	Residential
Future Land Use:	Neighborhood Conservation District 1
Surrounding Zoning and Land Use:	North: B-1 (Professional Business) District/Parking and greenspace South: R-1A (Single Family Residential) District/ Residential East: R-1A (Single Family Residential) District/ Vacant West: R-1A (Single Family Residential) District/School
Most Nearly Bounded By (streets):	This parcel is accessible from the east by Court Street. It is most nearly bounded to the west by Walnut Street and to the south by Southern Avenue.
Letters or Concerns stated:	The applicants provided letters of support from the Downtown Hattiesburg Association, Hattiesburg Historic Neighborhood Association, and the neighboring property owner with their application. The Planning Division Office has not received any additional letters or other written communications relative to this case as of July 22, 2019.
History / Background:	A Use Permit Upon Review with stipulations was approved for Mrs. Betty Carter on July 7, 1995 for a catering business at the subject address. Under the umbrella of the catering use permit, the property was able to be utilized as a wedding event venue. However, Use Permits as administered under the previous Land Development Code were assigned to the applicant and not the property. As such, the property fails to carry its status as a catering business to the next owner and now requires Conditional Use approval as ownership of the business is being transferred.

Basis for Approval:

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.12.], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

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

Conditional Use (2 pages)

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

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

Yes. The location has been used for exactly what we are requesting the conditional use for. The city approved the current owners in 1995. Due to requirements, we are simply reapplying for a conditional use in our name as opposed to the current owners.

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

The proposed use of utilities and facilities will have a positive impact on the community due to increased tax revenues.

We intend to compete with the major venues located in Lamar county. By utilizing the beautiful downtown area of Hattiesburg, we anticipate pulling tax revenues that would be going to Lamar County.

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

The Site has been used for the intended use in which it is currently being requested. The site has a large open

green space conducive for small gatherings. There is a public walk bridge that leads from public parking to our location which was not in place when previous gatherings took place.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

We anticipate additional vehicular traffic to be generated along the following streets: Main Street, West Front Street, and West Pine Street. The additional traffic is anticipated to produce additional tax revenue to the city.

5. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

We do intend to have live music on occasion however we will remain within the decibel level required by city. The Park that connects to the property has an existing stage where live bands perform currently. Any music shall be within tolerance of the city ordinance

6. What is the expected number of customers/employees per day? Monday to Thursday - 1 to 5 Daily.
Friday and Saturday - 30-120 and Sunday - 25 to 75

7. **Parking Requirements:** Public parking will be utilized; No parking on the streets will be allowed.

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
1 ADA vehicle(s); with 0 loading spaces.

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

28



June 26, 2019

Re: Support for Crawford House Venue

To Whom It May Concern:

On behalf of the Downtown Hattiesburg Association Board of Directors and Management, please allow this letter to serve as our official support for the proposed enhancement and future use of the Crawford House on Court Street. Located in Hattiesburg's Historic Neighborhood, the Crawford House is an iconic location that has served our community's citizens well in various capacities over the decades.

As an organization that celebrates historic preservation and economic vitality, DHA is fully supportive in of the development and event-based use of this historic home. The Crawford house will admirably serve Hattiesburg as a commercial venue by providing an authentic and unique setting for weddings, receptions, and meetings.

This project supports our mission of economic development through historic preservation and community vibrancy by not only preserving the historic integrity of a significant historic property but also by creating a new business in our downtown area.

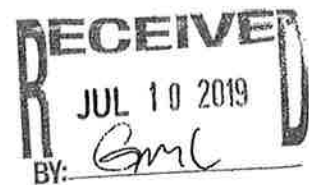
Please feel free to contact me if I can offer any additional comments on the Crawford House project.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Saffie".

Andrea Saffie
Executive Director

Cc: DOWNTOWN HATTIESBURG ASSOCIATION BOARD OF DIRECTORS



29

DOWNTOWN HATTIESBURG ASSOCIATION

POST OFFICE BOX 150 HATTIESBURG, MS 39403 601.583.4329 DOWNTOWNHATTIESBURG.COM

Hattiesburg Historic Neighborhood Association (HHNA) Board

June 19, 2019

To Whom It May Concern:

We have met with Kevin and Jennifer Craft and Colby and Ashley Strickland regarding their intentions for the purchase and use of the Crawford House on Court Street in Hattiesburg's Historic Neighborhood. The Board of the HHNA has a vested interest in seeing the development of our neighborhood move forward and we believe that having properties updated, maintained and used is in line with that interest. So, we support the plans of the Crafts and Stricklands to purchase the property and use it as a commercial venue. Their idea not only provides for renovations and maintenance of a beautiful property in our neighborhood, but also encourages more visitors to come in and see what our historic community has to offer.

Sincerely;



Fran Dufour
President, HHNA
113 Short Bay St.
Hattiesburg, MS 39401

Meg & Joe Paul

June 13, 2019

To Whom It May Concern:

We have met with Kevin Craft and Colby Strickland regarding their intentions for the purchase, enhancement and future use of the Crawford House on Court Street in Hattiesburg's Historic Neighborhood. We live immediately next door to the Crawford House at 303 Court Street, where we have resided since 2004. We are interested in seeing the continued investment in and use of the Crawford House as this will stabilize and enhance the viability of our Historic Neighborhood and protect the value of our property which is next door. We believe that the plans shared with us by Mr.'s Craft and Strickland will do just that.

We support the use of the property as a commercial venue for weddings, receptions and meetings. We have lived next door when the property was previously used for those purposes and experienced no problems. We expressed to these gentlemen that we would not want the property used for hosting university student or teen parties, and they assured us via email that they do not intend to pursue that market. We wish these investors and their families much success and look forward to being their neighbors.

Sincerely;

Joe Paul
(601-466-6854)
Meg Paul
(601-466-6853)
303 Court Street
Hattiesburg, MS 39401

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
AUGUST 7, 2019**

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners Absent: Ricardo Bryant

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Russell Archer, Historic Planner
Caroline Miles, Planner
Steve Mitchell, Building Official
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 PM.

AGENDA REVIEW

There came the matter of the August 2019 Agenda. A request was made by Chair Miller for a motion to approve the August 2019 Agenda. A motion was made to approve the August 2019 Agenda by Commissioner Pickett and seconded by Commissioner Hinton.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the July 3, 2019 minutes. Commissioner Ray requested one clerical correction to the minutes regarding the incorrect use of a preposition. A request was made by Chair Miller for a motion to approve the July 3, 2019 minutes. A motion was made by Commissioner Hinton to approve the minutes as corrected and seconded by Commissioner Ray.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for July 2019 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Ginger M. Lowrey, AICP, Planning Division Manager. Mrs. Lowrey introduced Regina Melson, the new Senior Planner with the City of Hattiesburg Planning Division. She also introduced Commissioner Jeff Keyseear, who

was recently appointed to the Planning Commission. Mrs. Lowrey also discussed the proposed Text Amendment that was presented at the July 2019 meeting is still a tabled item.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller discussed the upcoming working meeting for Commissioners who are interested in attending to discuss the tabled Text Amendment. The working meeting is to be held on Monday August 12, 2019 at location to be determined by Staff, though likely Jackie Dole Sherrill Community Center, depending on availability.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

Chair Miller declared the Public Hearing for the Planning Commission open at 1:14 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Old Business- Text Amendment), to take from the table and consider a petition filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to leave on the table the request. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett

Rebekah Ray
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Street Renaming), filed by Oka Howard, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Oka Howard	528 E. 9 th Street	Hattiesburg, MS
<u>Proponents:</u>	Debra Delgado		Hattiesburg, MS
<u>Opponents:</u>	None		

Both Ms. Howard and Ms. Delgado spoke to how the late Mr. Otis Wayne “Boss Hogg” McMickle, Sr. was a pillar of the community as a high-profile business owner of a funeral home and also discussed how he participated in the Civil Rights Movement in Hattiesburg, notably the Freedom Summer.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray stated that she would like to see some way to compromise to retain the historically significant street name Poplar Row, while still finding a way to honor Mr. McMickle’s memory. Commissioner Keyseear made a motion to Approve the request.

Commissioner Pickett seconded the motion.

Commissioners voting aye: Mark Miller, Chair
 Amy Hinton, Vice-Chair
 Rhoda A. Pickett
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: Rebekah Ray

Commissioners abstaining: None

There came the matter of Item C (Conditional Use- Place of Assembly), filed by Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Places of assembly not otherwise listed” as defined by the LDC for a certain property located at 301 Court Street (Parcel 2-029P-10-350.00, PPIN 18634, Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Rink Russell	301 Court Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Mr. Russell presented the application on behalf of Mrs. Russell and informed the Commissioners that the Applicants, Mr. Strickland and Mr. Craft, had backed out on the application. Mr. and Mrs. Russell, the property owners, were still pursuing the conditional use on the property as a wedding event venue, as it would be an asset to them as they tried to sell their property; with the conditional use, it can either be sold to be a wedding event venue or as a residence. Mr. Russell said he would not be doing any additional work to bring the site into compliance with ADA standards, but future owners, should they be interested in purchasing the property to use as a wedding venue would have to make that investment as they applied for permitting with the City.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Waites stated that he seen no current need for this approval as it will not be used and that the Commission was setting a precedent for conditional use approvals to increase the saleability of properties in the Historic Districts. Chair Miller stated that while he is not opposed to the use at the location, he is opposed to the uncertain circumstances of the sale. Commissioner Waites stated future buyer/owner would have the opportunity to apply for a conditional use, if they so choose. Commissioner Pickett stated that she, too was concerned with the uncertain circumstances of the sale of the property. Commissioner Dawe stated that this conditional use would be a positive for the value of the property. Commissioner Hinton stated that the approval would not be for any kind of use that the site has not previously seen.

Commissioner Conville made a motion to Approve the request. Commissioner Dawe seconded the motion.

Commissioners voting aye: Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Charles Dawe
Dick Conville

Commissioners voting nay: Mark Miller, Chair
Rhoda A. Pickett
Kenneth Waites
Jeff Keyseear

Commissioners abstaining: None

There came the matter of Item D (Rezone Request R-1B to B-2), filed by Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 314 Bay Street (Parcel 2-029P-10-281.00, PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Kenneth Moye	PO Box 8241	Moss Point, MS
	Sam Levison	PO Box 8241	Moss Point, MS
<u>Proponents:</u>	Debra Delgado		
<u>Opponents:</u>	Seth Hunter	508 Walnut Street	Hattiesburg, MS
	Fran DuFour	113 Short Bay Street	Hattiesburg, MS
	Jennifer Shaidnagle	417 Walnut Street	Hattiesburg, MS
	Andrea Saffle	409 Walnut Street	Hattiesburg, MS

Mr. Moye and Mr. Levison presented a PowerPoint to the Commissioners. Within their presentation, they highlighted that the property is within a neighborhood business corridor on the future land use map, provided the high traffic counts on Bay Street, as well as provided an updated site plan. They discussed the area's demographics and discussed feasibility for the proposed business on the site should the rezoning request be successful. Mr. Moye stated that he had reached out to the Historic Hattiesburg Neighborhood Association as well as various

Councilpersons. The only person who had been receptive was Councilwoman Delgado.

Councilwoman Delgado spoke in favor of the request. She is a member of the neighborhood and stated that it takes imagination, creativity, and risk to have a successful business. The rezoning would provide the opportunity for the business.

Mr. Hunter, the attorney representing the HHNA, spoke in opposition to the proposal. He stated there has been no change in the character of the neighborhood and there was no public need so the rezoning should not be approved. Mr. Hunter stated that there are various zoning code violations, environmental violations, and back taxes owed against the property at current. He also stated that when the property was previously in operation as a gas station, there were issues with vagrancy in the neighborhood that went away when the gas station shut down. He also stated there had been no communications by the applicants with the HHNA prior to the application being made. He stated the neighborhood was seeing increased property values and that the neighborhood wanted to protect that by maintaining residentially zoned properties. Fran Dufour, HHNA President, spoke against the rezoning. She stated the goal of the HHNA was to maintain the atmosphere of the neighborhood as residential. Jennifer Shaidnagle spoke against the rezoning. She stated that the rezoning had the potential to devalue the property and provided an example of how historic homes in the North Main District are devalued by surrounding commercial properties. Andrea Saffle, former president of the HHNA, spoke against the rezoning. She stated that property values in the Historic Hattiesburg neighborhood were around \$100 per square foot, and it was a prime goal to protect home values by maintaining residential zoning.

Mr. Moye rebutted by stating that he intends on coming fully into compliance with all Codes. He stated he is a completely separate entity from Mr. Marvin Arrington, the owner who previously tried to rezone the property.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to Deny the request for rezoning on the basis that there is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question. Commissioner Waites seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: Rhoda A. Pickett

Commissioners abstaining: None

Commissioners recused from vote: Charles Dawe

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 3:00 P.M.

A preliminary plat review for Shadow Ridge Subdivision Phase II was presented. Shannon Wells, Engineer, presented. Commissioner Conville made a motion to approve the plat, and Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Rhoda A. Pickett
Kenneth Waites
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners absent for vote: Charles Dawe

Having no further business, Vice-Chairman Hinton made a motion to adjourn the meeting. The motion was seconded at Commissioner Ray. There being no further business, the meeting was adjourned at 3:07 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, August 20, 2019

Re: Approve or Deny a petition filed by Darlene Thomas, Representative, and David Lee, Clark Technologies, LLC, Owner, to request variance from Section 10 Table 10.6-2 Pole Sign "Front Setback", "10' (min)", and instead allow for a front setback of two and a half (2.5) feet for a front setback variance of seven and a half (7.5) feet and a variance from Section 10 Table 10.6-2 Pole Sign "Side Setback", "15' (min)", and instead allow for a side setback of two (2) feet for a side setback variance of thirteen (13) feet a proposed sign (existing non-conforming structure) located at 205 S. 40th Avenue (Ward 3). The Board of Adjustment recommended to Approve on August 7, 2019.
File Number: 2019-65
Minute Book #

Summary

205 S. 40th Avenue – Sign Variance, Ward 3

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

SUBJECT PARCEL: 205 S 40th Ave

Darlene Thomas, Representative, and David Lee, Clark Technologies, LLC, Owner

The applicant requests to vary from Section 10 Table 10.6-2 Pole Sign "Front Setback", "10' (min)", and instead allow for a front setback of two and a half (2.5) feet for a front setback variance of seven and a half (7.5) feet and a variance from Section 10 Table 10.6-2 Pole Sign "Side Setback", "15' (min)", and instead allow for a side setback of two (2) feet for a side setback variance of thirteen (13) feet a proposed sign (existing non-conforming structure) located at 205 S. 40th Avenue (Parcel 051R-12.030.000, PPIN 9424, Ward 3).

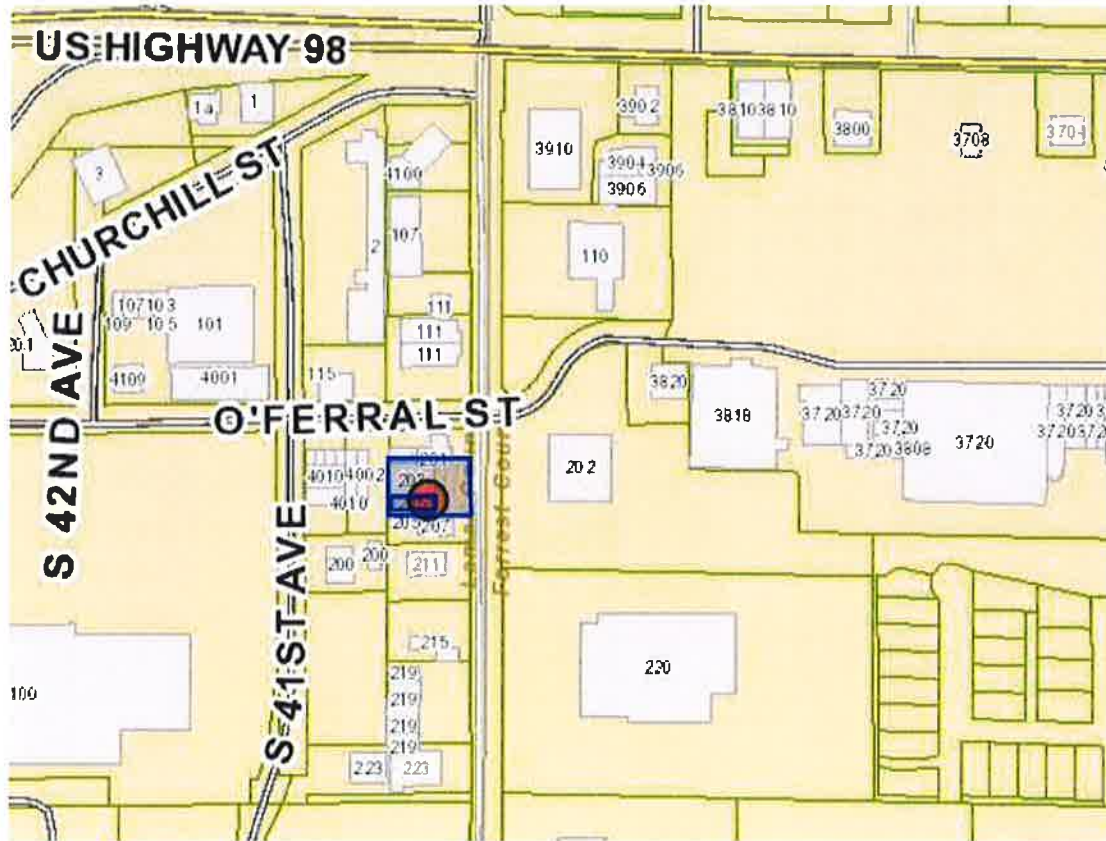


Subject Property

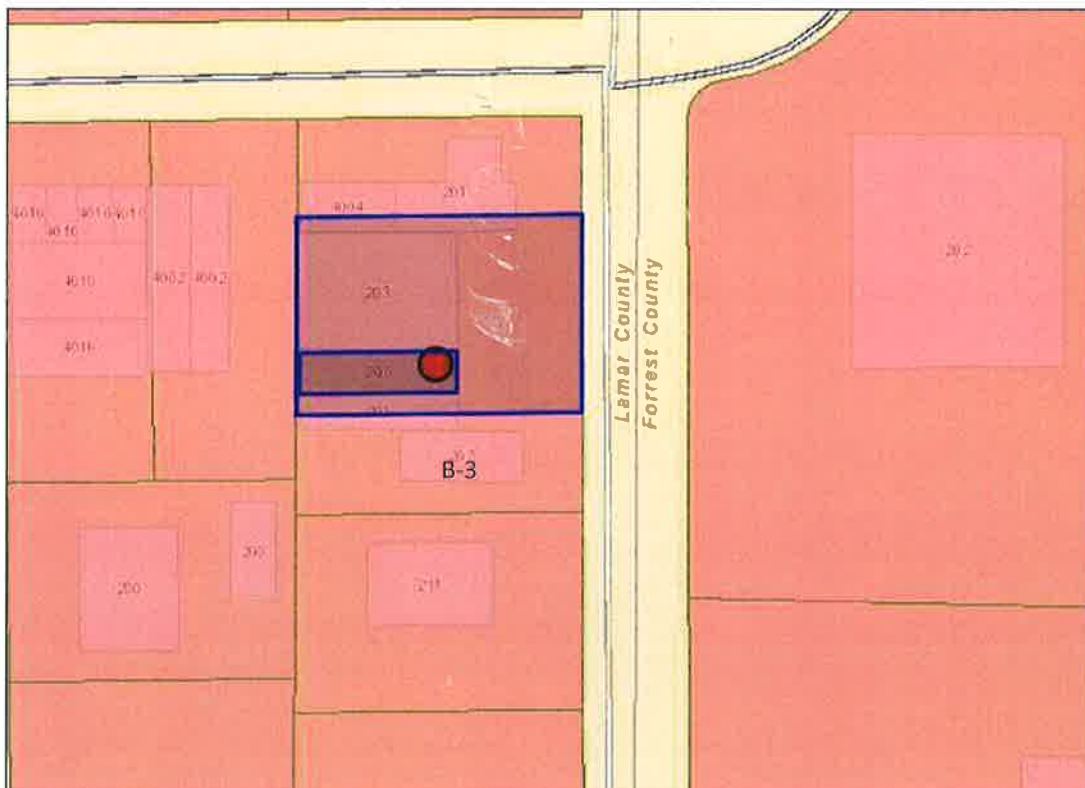


On-premise Freestanding Structure Requiring Variance

Vicinity Map—Ward 3



Zoning—B-3



Site Aerial



Abandoned Structure



On-Premise Signage





**Board of Adjustment
Case Fact Sheet**

Names of Petitioners: Darlene Thomas, Representative, and David Lee, Clark Technologies, LLC, Owner

Address of Property: 205 S. 40th Ave **Tax Parcel:** 051R-12.030.000 **PPIN:** 9424 **Ward:** 3

Request: **Sign setback variance**

Purpose of Request: To consider an application to vary from Section 10 Table 10.6-2 Pole Sign "Front Setback", "10' (min)", and instead allow for a front setback of two and a half (2.5) feet for a front setback variance of seven and a half (7.5) feet and a variance from Section 10 Table 10.6-2 Pole Sign "Side Setback", "15' (min)", and instead allow for a side setback of two (2) feet for a side setback variance of thirteen (13) feet a proposed sign (existing non-conforming structure) located at 205 S. 40th Avenue (Parcel 051R-12.030.000, PPIN 9424, Ward 3).

Applicant Summary: See Attached Variance Information sheet.

Applicable Regulations:

Table 10:6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Freestanding					
Pole Sign	35'/20'	For B-3 – 1 sq. ft. sign message area/1 street frontage up to 200 sq. ft.			1 per 500' of parcel street frontage/2 on corner lot (1 per street) with 150' min. street frontage; Bottom edge of message area is min. 6' above ground; dimensions include multitenant signs
		For B-5, I-1, I-2 – 2 sq. ft. sign message area/1' street frontage up to 400 sq. ft.	10'	15'	

Present Zoning: B-3 (Community Business)

Present Use: Alternative Health and Fitness Clinic

Surrounding Zoning and Land Use: North: B-3 (Community Business)/ Retail
South: B-3 (Community Business)/ Restaurant
East: B-3 (Community Business)/ Bank
West: B-3 (Community Business)/ Personal Services

Most Nearly Bounded By (streets): The property is accessible to the east by S 40th Avenue.

Letters or Concerns stated: The applicant submitted letters of support from the surrounding business owners. The Planning Division has not received any additional letters or other written communications relative to this case, as of July 17, 2019.

History / Background: The existing free-standing sign structure on this site is considered abandoned. In order for the City to issue a permit for a sign in this structure, all dimensional sign requirements must be met. For this sign a front and side setback variance is required since the structure does not meet the existing setbacks as required in the LDC.

The petitioners applied for a sign permit for a sign to be located in the existing structure on the site. A review of Google Street View indicated that there has been no sign in the structure since prior to July 2017. No sign permits have been issued to any addresses related to the subject parcel in a search of records dating back to 2008. Under the Land Development Code, abandoned nonconforming signs must be altered to conform or be removed (LDC 2.4.6.7). Had the sign remained in continuous use, it would have remained a legal nonconforming sign. Because it fell into a period of disuse for a period greater than 180 days, it lost its legal nonconforming status and was deemed an abandoned sign and could not reestablish without meeting current Code requirements. The sign permit application was denied due to the structure being considered an abandoned nonconforming sign under Section 2.4.6.7. and it did not meet the required setbacks for freestanding signs. Further review is pending this Variance application.

In 2001/2002, an on premise free-standing sign on this site was approved for a message area variance under the previous Land Development Code to allow for additional message area, up to 88 sq. ft. total (50 sq. ft. allowed, 38 additional sq. ft. requested in the variance). The current Land Development Code allows 100 sq. ft. of message area by right, making the variance obsolete.

Survey data was not provided by the applicant to confirm location of

property line and setback of the existing sign structure to determine the amount of variance required. The location of the edge of the ROW was not immediately known because of the county line division and multiple ROW expansions over the last few decades. Planning Division and Engineer Department determined the location of the front property line. The front setback provided is based off of data on file from the Engineering Department. It is projected from data points located at the Post Office, south of the subject site.

Basis for Approval (12.4.1.1):

I. Hardship.

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

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

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

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

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

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

Variance Information

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

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

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

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

IF VARIANCE IS NOT GRANTED THE CUSTOMER WILL BE REQUIRED TO SPEND \$5 TO \$7 THOUSAND DOLLARS AND VALUABLE TIME TO HAVE A SURVEY AND TO MOVE THE STRUCTURE, RECONFIGURE THE PARKING LOT TO REPOSITION THIS SIGN TO MEET THE NEW CODE.

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

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

Variance Information

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

THE CURRENT SIGN IS POSITIONED IN THE LEAST INVASIVE LOCATION OF THE PROPERTY AS FAR AS BEING OUT OF THE WAY TO MAXIMIZE THE TOTAL NUMBER OF PARKING SPACES THAT CAN LEGALLY BE POSITIONED ON THE PROPERTY. MOVING THE SIGN TO MEET THE SET BACK REQUIREMENTS OF THE NEW CODE WILL CAUSE A REDUCTION OF SAID PARKING SPACES FROM THIRTEEN TOTAL AS OF NOW TO POSSIBLY 10.

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

THE MINIMUM VARIANCE THAT WOULD ^{NEED} ~~NEED~~ TO BE APPROVED SINCE THE STRUCTURE IS ALREADY EXISTING IN ITS CURRENT LOCATION. UPON APPROVAL OF THE VARIANCE NO OTHER CHANGES WILL BE NECESSARY TO THE LAND OR THE STRUCTURE TO MEET THE CURRENT CODES

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

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



96 in

COOL THERAPEUTICS

AESTHETICS
RECOVERY
REJUVENATION
PERFORMANCE



CRYOTHERAPY
CRYO SKIN
MASSAGE
IV THERAPY

601-336-9494

48 in

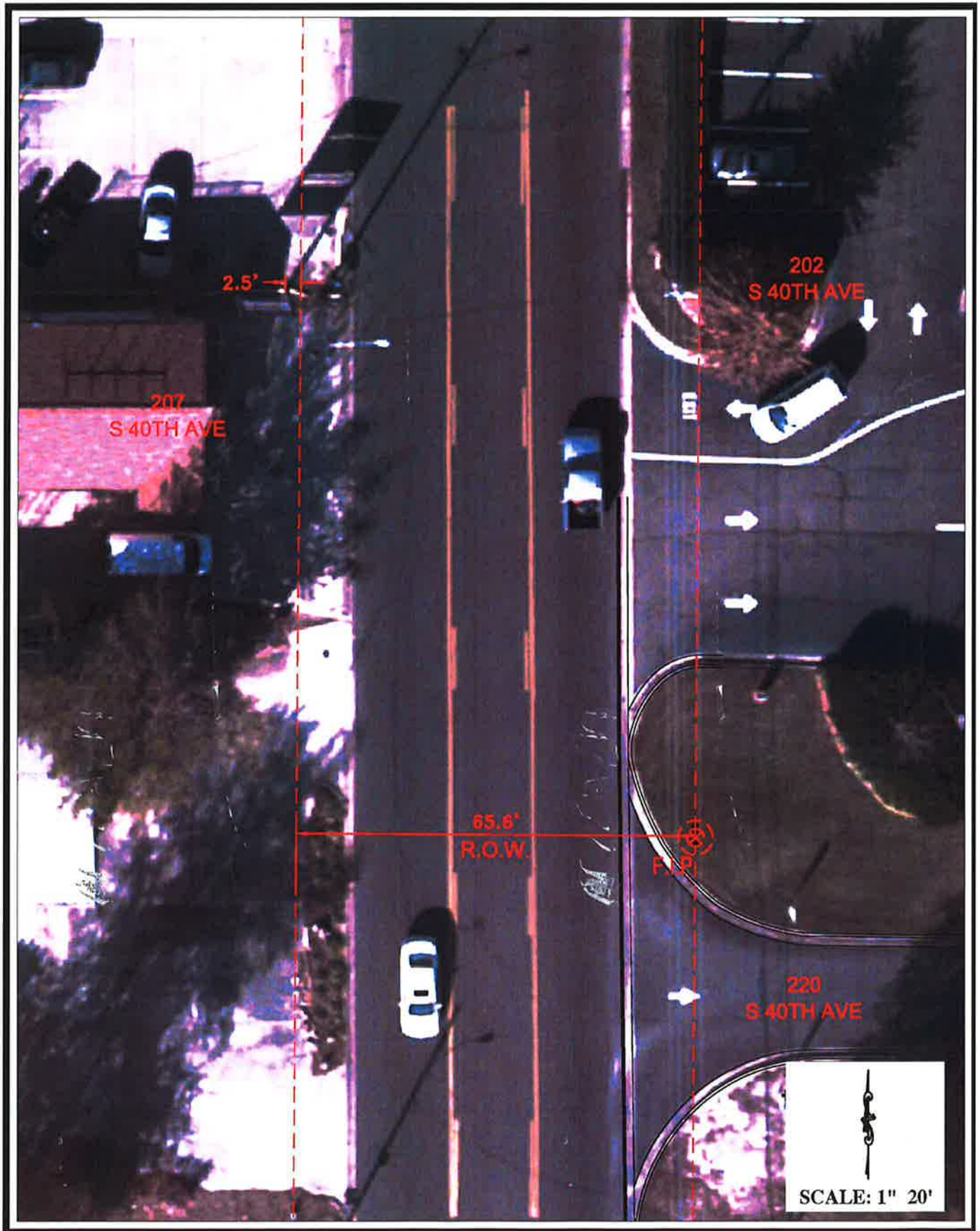
67

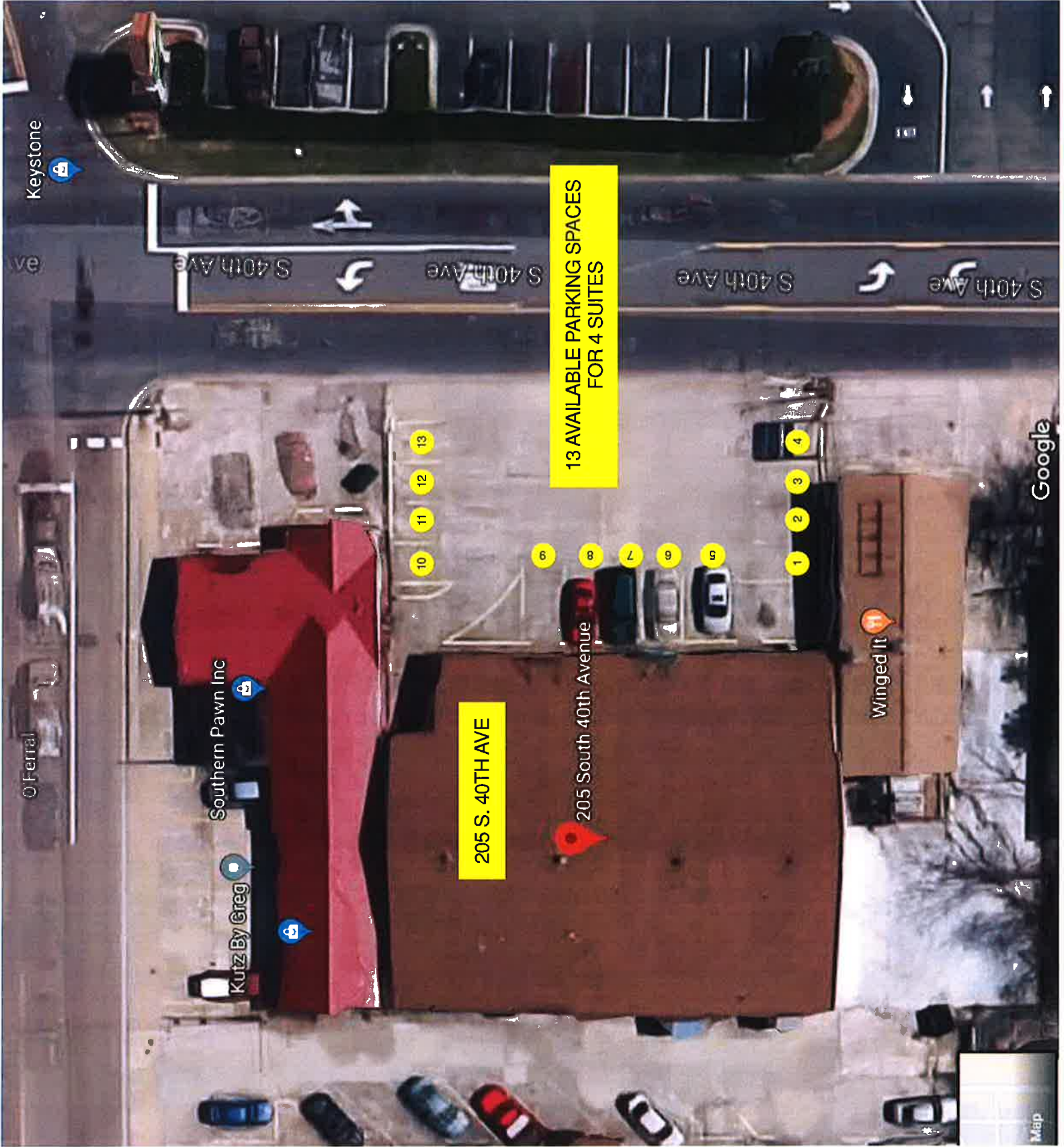
Shows freestanding sign setback 2.5 ft from the Public Right-of-Way



Right-of-Way data provide by Hattiesburg Engineering Dept.

Shows freestanding sign setback 2.5 ft from the Public Right-of-Way





205 S. 40TH AVE

13 AVAILABLE PARKING SPACES
FOR 4 SUITES

205 South 40th Avenue

- 10
- 11
- 12
- 13

- 1
- 2
- 3
- 4

- 5
- 6
- 7
- 8
- 9

Winged It

Southern Pawn Inc

Kutz By Greg

O'Ferrall

Keystone

Map

Google

17

To Whom It May Concern:

Cool Therapy at (203 South 40th Ave.) is applying for a variance with the City of Hattiesburg in order to install a non lighted 4' x 8' sign between existing "abandon" pole structure in front of their business . (please see attached images). To complete the application for the variance that will allow Cool Therapy to utilize this sign structure they need signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Cool Therapy thanks you for your time and consideration in this matter.

Business Name: John White

Business Address: 215 South 40th Ave H Burg, MS

Business Telephone: 601 264 2720

Business Owner: _____

Please sign the appropriate response below:

YES, I (business owner) John White do agree to the proposed use of the signage currently on location at Cool Therapy

X: John M. White date: _____

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Cool Therapy.

X: _____ date: _____

To Whom It May Concern:

Cool Therapy at (203 South 40th Ave.) is applying for a variance with the City of Hattiesburg in order to install a non lighted 4' x 8' sign between existing "abandon" pole structure in front of their business . (please see attached images). To complete the application for the variance that will allow Cool Therapy to utilize this sign structure they need signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Cool Therapy thanks you for your time and consideration in this matter.

Business Name: Southern Pawn

Business Address: 201 Southern 40th Ave H'burg

Business Telephone: 601-264-7706

Business Owner: _____

Please sign the appropriate response below:

YES, I (business owner) Brook Rimes do agree to the proposed use of the signage currently on location at Cool Therapy.

X: Brook Rimes date: 5-28-19

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Cool Therapy.

X: _____ date: _____

To Whom It May Concern:

Cool Therapy at (203 South 40th Ave.) is applying for a variance with the City of Hattiesburg in order to install a non lighted 4' x 8' sign between existing "abandon" pole structure in front of their business . (please see attached images). To complete the application for the variance that will allow Cool Therapy to utilize this sign structure they need signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Cool Therapy thanks you for your time and consideration in this matter.

Business Name: Senior Helpers

Business Address: 111 S. 40th Ave. Suite 20 HBurg

Business Telephone: 601.909.0409

Business Owner: _____

Please sign the appropriate response below:

YES, I (business owner) Mike Beaudin do agree to the proposed use of the signage currently on location at Cool Therapy.

X: Mike Beaudin date: 5-28-19

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Cool Therapy.

X: _____ date: _____

To Whom It May Concern:

Cool Therapy at (203 South 40th Ave.) is applying for a variance with the City of Hattiesburg in order to install a non lighted 4' x 8' sign between existing "abandon" pole structure in front of their business . (please see attached images). To complete the application for the variance that will allow Cool Therapy to utilize this sign structure they need signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Cool Therapy thanks you for your time and consideration in this matter.

Business Name: Vital Care

Business Address: 115 S. 40th Ave H'Burg

Business Telephone: 601. 261. 0503

Business Owner: _____

Please sign the appropriate response below:

YES, I (business owner) Ron Edwards do agree to the proposed use of the signage currently on location at Cool Therapy.

X: [Signature] date: 5/28/19

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Cool Therapy.

X: _____ date: _____

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
AUGUST 7, 2019**

The Hattiesburg Board of Adjustment did meet in a regular session on August 7, 2019 immediately following the Planning Commission agenda at 3:15 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Amy Hinton, Vice-Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members Absent: None

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Regina Melson, Senior Planner
Andrew Ellard, Director Urban Development

Vice-Chair Hinton declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:15 PM.

AGENDA REVIEW

There came the matter of the August 2019 Agenda. A request was made by Vice-Chair Hinton for a motion to approve the August 2019 Agenda. A motion was made to approve the August 2019 Agenda by Shawn Harris and seconded by Dick Conville.

Board Members voting aye: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the June 5, 2019, minutes. A request was made by Vice-Chair Hinton for a motion to approve the June 5, 2019 minutes. Shawn Harris asked for a correction. A motion was made by Shawn Harris to approve the minutes with correction and seconded by Rebekah Ray.

Board Members voting aye: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members voting nay: None

REPORTS

PLANNING REPORT

There came the matter of the Planning Report by Ginger M. Lowrey, AICP, Planning Division Manager. Mrs. Lowrey introduced Regina Melson, the new Senior Planner for the City of Hattiesburg Planning Division. On June 18, 2019, the City Council approved the pole sign base variance for Hattiesburg Clinic Lincoln Road Family Clinic (BOA approval upheld) and approved the sign message area variance for Sullivan's Grocery on James Street (BOA approval upheld).

CHAIR'S REPORT

No report was provided.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Vice-Chair Hinton declared the Public Hearing for the Board of Adjustment open at 3:24 PM.

There came the matter of Item A (Sign setback variance), Darlene Thomas, Representative, and David Lee, Clark Technologies, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Pole Sign “Front Setback”, “10’ (min)”, and instead allow for a front setback of two and a half (2.5) feet for a front setback variance of seven and a half (7.5) feet and a variance from Section 10 Table 10.6-2 Pole Sign “Side Setback”, “15’ (min)”, and instead allow for a side setback of two (2) feet for a side setback variance of thirteen (13) feet a proposed sign (existing non-conforming structure) located at 205 S. 40th Avenue (Parcel 051R-12.030.000, PPIN 9424, Ward 3).

<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Darlene Thomas 310 S. 24 th	Hattiesburg, MS
<u>Proponents:</u>	Brian Saffle 4400 Hardy St.	Hattiesburg, MS
<u>Opponents:</u>	None	

Vice-Chair Hinton declared the Public Hearing closed and the Business Meeting open to vote on the request. Dick Conville made a motion to approve the request based on the following bases: Hardship, the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant; Special Privilege, a variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district; Minimum Required, the granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure; Conformance with the Purposes of this Code, the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. James Hughes seconded the motion.

Board Members voting aye: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members voting nay: None

Board Members abstaining: None

There came the matter of Item B (Sign Height variance), Darlene Thomas, Representative, and Ken Kleban, Kleban Properties, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Pole Signs “Sign Height”, “35’ (max)” and instead allow for a height of forty-five (45) feet, for a variance of ten (10) feet for a proposed sign (existing non-conforming structure) at 4400 Hardy Street (Parcel 051R-12-1052.00, PPIN 17528, Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Darlene Thomas	310 S. 24th	Hattiesburg, MS
<u>Proponents:</u>	Caitlin Weeks	310 S. 24th	Hattiesburg, MS
	Ken Kleban	4400 Hardy St.	Hattiesburg, MS
<u>Opponents:</u>	None		

Vice Chair Hinton declared the Public Hearing closed and the Business Meeting open to vote on the request. James Trussell made a motion to approve the request based on the following bases: Hardship, the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant; Minimum Required, the granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure; Conformance with the Purposes of this Code, the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. Rebekah Ray seconded the motion.

Board Members voting aye: Amy Hinton, Vice-Chair
 Dick Conville
 Rebekah Ray
 Kenneth Waites
 James Trussell
 Shawn Harris
 James Hughes

Board Members voting nay: None

Board Members abstaining: None

BUSINESS MEETING

Following the final vote, Dick Conville made a statement that this had been a missed opportunity to bring nonconforming signage into Code compliance, which is why LDC Section 2.4.6 was written, rather than granting variances to allow the signs to continue to exist. There

being no further business, the meeting was adjourned at 4:01 PM. James Trussell made a motion to adjourn the meeting. The motion was seconded by Rebekah Ray.

Amy Hinton, Vice-Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, August 20, 2019

Re: Approve or Deny a petition filed by Darlene Thomas, Representative, and Ken Kleban, Kleban Properties, Owner, to request variance from Section 10 Table 10.6-2 Pole Signs "Sign Height", "35' (max)" and instead allow for a height of forty-five (45) feet, for a variance of ten (10) feet for a proposed sign (existing non-conforming structure) at 4400 Hardy Street (Ward 3). The Board of Adjustment recommended to Approve on August 7, 2019.
File Number: 2019-66
Minute Book #

Summary

4400 Hardy Street – Sign Variance, Ward 3

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

SUBJECT PARCEL: 4400 Hardy Street

Darlene Thomas, Applicant, and Ken Kleban, Kleban Properties, Owner

The applicant requests to vary Section 10 Table 10.6-2 Pole Signs "Sign Height", "35' (max)" and instead allow for a height of forty-five (45) feet, for a variance of ten (10) feet for a proposed sign (existing non-conforming structure) at 4400 Hardy Street (Parcel 051R-12-1052.00, PPIN 17528, Ward 3).



Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) District / Hotel



Southern Direction: B-5 (Regional Business) District / Grocery Store



Eastern Direction: Right-of-Way/
Interstate 59

Western Direction: B-5 (Regional Business) District / Restaurant





**Board of Adjustment
Case Fact Sheet**

Names of Petitioners: Darlene Thomas, Representative, and Ken Kleban, Kleban Properties, Owner

Address of Property: 4400 Hardy Street **Tax Parcel:** 051R-12-1052.00 **PPIN:** 17528 **Ward:** 3

Request: Sign height variance

Purpose of Request: To consider an application to vary Section 10 Table 10.6-2 Pole Signs "Sign Height", "35' (max)" and instead allow for a height of forty-five (45) feet, for a variance of ten (10) feet for a proposed sign (existing non-conforming structure) at 4400 Hardy Street (Parcel 051R-12-1052.00, PPIN 17528, Ward 3).

Applicant Summary: See Attached Variance Information sheet.

Applicable Regulations:

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Freestanding					
Pole Sign	35'/20'	For B-3 – 1 sq. ft. sign message area/1 street frontage up to 200 sq. ft.	10'	15'	1 per 500' of parcel street frontage/2 on corner lot (1 per street) with 150' min. street frontage; Bottom edge of message area is min. 6' above ground; dimensions include multitenant signs
		For B-5, I-1, I-2 – 2 sq. ft. sign message area/1' street frontage up to 400 sq. ft.			

Present Zoning: B-5 (Regional Business)

Present Use: Shopping Center

**Surrounding Zoning
and Land Use:**

North: B-5 (Regional Business) District / Hotel
South: B-5 (Regional Business) District / Grocery Store
East: Right-of-Way/ Interstate 59
West: B-5 (Regional Business) District /Restaurant

Most Nearly

Bounded By (streets):

The property is bounded to the north by Hardy Street and accessible from the west by South Westover Drive. It is bounded to the east by Interstate 59 and to the south by Oak Grove Road.

Letters or

Concerns stated:

The applicant submitted letters of support from surrounding business owners. The Planning Division has not received any additional letters or other written communications relative to this case, as of July 24, 2019.

History / Background:

The existing sign is considered a legal non-conforming structure due to both its height and message area under the current Land Development Code. It has been in continuous use and has retained its grandfathered status over the years. Given the extent of the renovations to the sign, the Planning Division could not approve the sign permit application without the sign coming into full compliance with the Land Development Code, per requirements laid out in Section 2.4.6 Nonconforming Signs.

Per the applicant's proposal, the sign will come into compliance in regards to sign message area, but a variance for the overall height is required for the proposed design.

Basis for Approval (12.4.1.1):

I. Hardship.

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

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

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

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

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

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

Variance Approval Criteria:

Approval of this variance petition will prevent the owner of the property from experiencing a hardship that is truly unique to this property. The original signage which was grandfathered in under the new sign code stands at 45' overall height, a height which, for the unique location of the signage – at the crossroads of East/West Highway 98, Westover Drive, and the I-59 Exit ramp to enter onto Highway 98 – is extremely appropriate. At the height the pylon sign currently stands, it is only just in line of sight for all of these roadways. If the sign has to be altered to meet the current sign standards of 35' – taking off a quarter of the current signage height- it will reduce the visibility of the sign in a major way to the motorists of all of these roadways, so much so, that almost half of the proposed signage will be blocked by the height of surrounding traffic, buildings (namely the Waffle House building heading eastbound on Highway 98), and roadway signage. There is also the issue of the steep grade of the grass embankment DOT right-of-way. If the sign were to be lowered the 10' required by the current sign code, the sign would be highly obstructed by this embankment as well reducing the visibility of southbound traffic coming off of the exit ramp to almost non-existent behind east and westbound traffic, and the grass embankment. This is a very important intersection for this plaza because the visibility of the sign at this point allows people to know to traverse the four lanes of traffic to get into the turn lane for Westover Drive for access to the plaza.

Not only does the possible reduction of the sign height propose a hardship to the owner of the property and the tenants of said property via much reduced visibility, but also if the variance is not approved and the property owner has to move forward with a brand new pylon sign at the reduced height, it will cause a major financial hardship. The cost of tearing down the current signage, building a brand new pylon structure, digging out the current pylon pole foundations and setting new ones will cost almost double the price of refurbishing the perfectly usable structure that is currently standing.

Additionally, the owner of the property has made great strides to update the plaza aesthetics to compete with the surrounding properties which has brought in several new tenants. Being unable to alter the signage with the exception of changing the faces of the existing pylon cabinets is already causing hardship to the tenants of the plaza who are unable to utilize the pylon sign for road visibility. This is bringing more revenue to the tenants, but also to the City of Hattiesburg. The new tenants would like the use of the road signage, but with the current signage, there are only four available tenant spaces. Because of this, the property owner cannot make reasonable use of the existing structure without the variance.

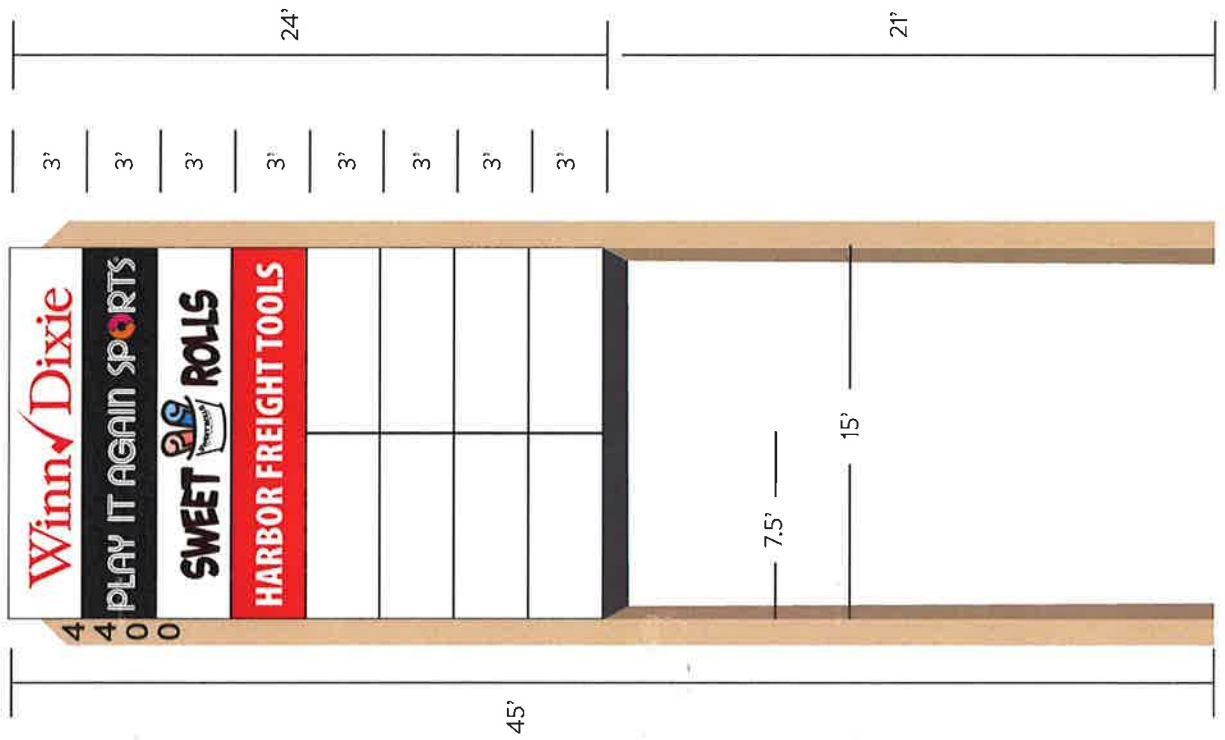
The proposed updated signage is the minimum possible variance that would make use of the existing structure and would condense the useable area of the pylon sign to allow an additional eight tenant spaces. In addition, the reconstruction of the signage will actually *reduce* the square footage of the signage on the pylon by sixty square feet. This will update the sign not only aesthetically – adding to the attractiveness of the plaza and the Highway 98 corridor and getting rid

of the 30 year old mishmash of signage, but also bringing the electrical components up to date as well.

As this property and the signage attached to it is the only one in the City with this particular visibility issue being located across six lanes of traffic, just off of both Highway 98 and I-59, and because the proposed signage is making better use of the existing structure mechanically, aesthetically, and financially for the owner, we do not believe that the granting of a variance for this location will conflict with the purposes and intent expressed or implied within the Land Development Code.

PROPOSED SIGNAGE - SQ FOOTAGE

OVERALL HEIGHT: 45'
SIGN WIDTH: 15'
SIGN HEIGHT: 24'
GROUND CLEARANCE: 21'
SQUARE FOOTAGE: 360'



DIRECTIONAL PHOTOS
HWY 98 WESTBOUND



DIRECTIONAL PHOTOS
HWY 98 EASTBOUND



DIRECTIONAL PHOTOS
I-59 EXIT RAMP



DIRECTIONAL PHOTOS
WESTOVER DR. SOUTHBOUND



To Whom It May Concern:

Westwood Plaza (4400 Hardy St.) is applying for a variance with the City of Hattiesburg in order to refurbish their existing multi-tenant pylon sign (please see attached images). To complete the application for the variance that will allow Westwood Plaza to utilize this signage they need the signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Westwood Plaza thanks you for your time and consideration in this matter.

Business Name: Red Lion

Business Address: 4301 Hardy St.

Business Telephone: 601-264-8080

Business ^{Manager:} ~~Owner~~: Jesal Patel

Please sign the appropriate response below:

YES, I (business owner) Jesal Patel do agree to the proposed use of the signage currently on location at Westwood Plaza.

X: Jesal Patel date: 6/18/19

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Westwood Plaza.

X: _____ date: _____

To Whom It May Concern:

Westwood Plaza (4400 Hardy St.) is applying for a variance with the City of Hattiesburg in order to refurbish their existing multi-tenant pylon sign (please see attached images). To complete the application for the variance that will allow Westwood Plaza to utilize this signage they need the signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Westwood Plaza thanks you for your time and consideration in this matter.

Business Name: Waffle House

Business Address: 4400 W. Hardy St

Business Telephone: 601 268-1418

Business Owner: _____

Please sign the appropriate response below:

Under Construction
-no contact Available

YES, I (business owner) _____ do agree to the proposed use of the signage currently on location at Westwood Plaza.

X: _____ date: _____

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Westwood Plaza.

X: _____ date: _____

To Whom It May Concern:

Westwood Plaza (4400 Hardy St.) is applying for a variance with the City of Hattiesburg in order to refurbish their existing multi-tenant pylon sign (please see attached images). To complete the application for the variance that will allow Westwood Plaza to utilize this signage they need the signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Westwood Plaza thanks you for your time and consideration in this matter.

Business Name: Dandy Dan's / Chevron

Business Address: 4401 Hardy St

Business Telephone: 601-264-2755

Business Owner: Stanley Davis

Please sign the appropriate response below:

YES, I (business owner) Cam Richards do agree to the proposed use of the signage currently on location at Westwood Plaza.

X: Cam Richards date: 6-18-19

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Westwood Plaza.

X: _____ date: _____

— Cam Richards
— Kenny Smith

To Whom It May Concern:

Westwood Plaza (4400 Hardy St.) is applying for a variance with the City of Hattiesburg in order to refurbish their existing multi-tenant pylon sign (please see attached images). To complete the application for the variance that will allow Westwood Plaza to utilize this signage they need the signatures of their closest surrounding neighbors to assent to their use of the signage. Please sign below in the appropriate space to signal your approval or disapproval of the proposed use of the signage, as well as filling out all other pertinent information.

Westwood Plaza thanks you for your time and consideration in this matter.

Business Name: Panera

Business Address: 4100 Hardy St

Business Telephone: 601 261 2539

Business Owner: _____

Please sign the appropriate response below:

YES, I (business owner) Sandi Cortez do agree to the proposed use of the signage currently on location at Westwood Plaza.

X: _____ date: 4-18-19

Or,

NO, I (business owner) _____ do NOT agree to the proposed use of the signage currently on location at Westwood Plaza.

X: _____ date: _____

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
AUGUST 7, 2019**

The Hattiesburg Board of Adjustment did meet in a regular session on August 7, 2019 immediately following the Planning Commission agenda at 3:15 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Amy Hinton, Vice-Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members Absent: None

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Regina Melson, Senior Planner
Andrew Ellard, Director Urban Development

Vice-Chair Hinton declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:15 PM.

AGENDA REVIEW

There came the matter of the August 2019 Agenda. A request was made by Vice-Chair Hinton for a motion to approve the August 2019 Agenda. A motion was made to approve the August 2019 Agenda by Shawn Harris and seconded by Dick Conville.

Board Members voting aye: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the June 5, 2019, minutes. A request was made by Vice-Chair Hinton for a motion to approve the June 5, 2019 minutes. Shawn Harris asked for a correction. A motion was made by Shawn Harris to approve the minutes with correction and seconded by Rebekah Ray.

Board Members voting aye: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members voting nay: None

REPORTS

PLANNING REPORT

There came the matter of the Planning Report by Ginger M. Lowrey, AICP, Planning Division Manager. Mrs. Lowrey introduced Regina Melson, the new Senior Planner for the City of Hattiesburg Planning Division. On June 18, 2019, the City Council approved the pole sign base variance for Hattiesburg Clinic Lincoln Road Family Clinic (BOA approval upheld) and approved the sign message area variance for Sullivan's Grocery on James Street (BOA approval upheld).

CHAIR'S REPORT

No report was provided.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Vice-Chair Hinton declared the Public Hearing for the Board of Adjustment open at 3:24 PM.

There came the matter of Item A (Sign setback variance), Darlene Thomas, Representative, and David Lee, Clark Technologies, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Pole Sign “Front Setback”, “10’ (min)”, and instead allow for a front setback of two and a half (2.5) feet for a front setback variance of seven and a half (7.5) feet and a variance from Section 10 Table 10.6-2 Pole Sign “Side Setback”, “15’ (min)”, and instead allow for a side setback of two (2) feet for a side setback variance of thirteen (13) feet a proposed sign (existing non-conforming structure) located at 205 S. 40th Avenue (Parcel 051R-12.030.000, PPIN 9424, Ward 3).

<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Darlene Thomas 310 S. 24 th	Hattiesburg, MS
<u>Proponents:</u>	Brian Saffle 4400 Hardy St.	Hattiesburg, MS
<u>Opponents:</u>	None	

Vice-Chair Hinton declared the Public Hearing closed and the Business Meeting open to vote on the request. Dick Conville made a motion to approve the request based on the following bases: Hardship, the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant; Special Privilege, a variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district; Minimum Required, the granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure; Conformance with the Purposes of this Code, the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. James Hughes seconded the motion.

Board Members voting aye: Amy Hinton, Vice-Chair
Dick Conville
Rebekah Ray
Kenneth Waites
James Trussell
Shawn Harris
James Hughes

Board Members voting nay: None

Board Members abstaining: None

There came the matter of Item B (Sign Height variance), Darlene Thomas, Representative, and Ken Kleban, Kleban Properties, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Pole Signs “Sign Height”, “35’ (max)” and instead allow for a height of forty-five (45) feet, for a variance of ten (10) feet for a proposed sign (existing non-conforming structure) at 4400 Hardy Street (Parcel 051R-12-1052.00, PPIN 17528, Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Darlene Thomas	310 S. 24th	Hattiesburg, MS
<u>Proponents:</u>	Caitlin Weeks	310 S. 24th	Hattiesburg, MS
	Ken Kleban	4400 Hardy St.	Hattiesburg, MS
<u>Opponents:</u>	None		

Vice Chair Hinton declared the Public Hearing closed and the Business Meeting open to vote on the request. James Trussell made a motion to approve the request based on the following bases: Hardship, the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant; Minimum Required, the granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure; Conformance with the Purposes of this Code, the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. Rebekah Ray seconded the motion.

Board Members voting aye: Amy Hinton, Vice-Chair
 Dick Conville
 Rebekah Ray
 Kenneth Waites
 James Trussell
 Shawn Harris
 James Hughes

Board Members voting nay: None

Board Members abstaining: None

BUSINESS MEETING

Following the final vote, Dick Conville made a statement that this had been a missed opportunity to bring nonconforming signage into Code compliance, which is why LDC Section 2.4.6 was written, rather than granting variances to allow the signs to continue to exist. There

being no further business, the meeting was adjourned at 4:01 PM. James Trussell made a motion to adjourn the meeting. The motion was seconded by Rebekah Ray.

Amy Hinton, Vice-Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, August 20, 2019

Re: Approve or Deny the amended preliminary plat filed by Shannon Wells, Engineer, Applicant, on behalf of Josh Morris, JMJ Properties, for Shadow Ridge Subdivision Phase II properties located along Waverly Court (Ward 3). The Planning Commission recommended to Approve on August 7, 2019.
File Number: 2019-64
Minute Book #

Summary

Shadow Ridge Subdivision Phase II amended preliminary plat

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

Josh Morris, JMJ Properties, Owner
Shannon Wells, Engineer

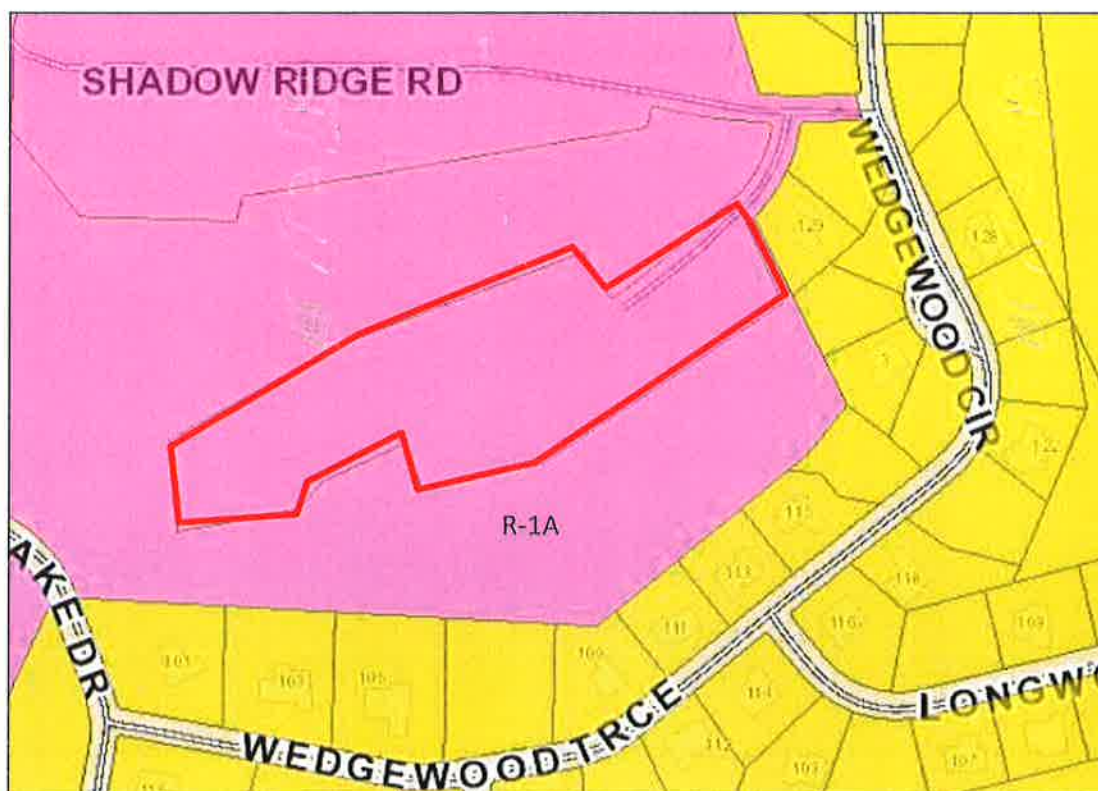
To consider the Preliminary plat review for
Shadow Ridge Phase II



Vicinity Map—Ward 5



Zoning—R-1A



Site Aerial





**Planning Commission
Case Fact Sheet**

Property Owner: Josh Morris, JMJ Properties
Engineer: Shannon Wells, Clearpoint Engineering

Address of Properties: Waverly Court
Tax Parcels
PPIN:
Ward: 3

Request: Amend the original subdivision of lots

Purpose of Request: To consider the Preliminary plat review for Shadow Ridge Phase II.

Applicant Summary: See Attached

Applicable Regulations:

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-

SECTION 4

Zoning Districts Established

4.5.6 Two-Family Residential District: The purpose of the R-2 District is to permit medium density residential uses including two-family, or duplex structures, with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

Present Zoning: R-2 Two-Family Residential District.

**Surrounding Zoning
and Land Use:**

North: R-2 (Two-Family Residential) District / Golf course
South: R-2 (Two-Family Residential) District / Golf course
East: R-1A (Single-Family Residential) District /Single Family
Dwellings
West: R-2 (Two-Family Residential) District /Golf course

History / Background: The initial preliminary plat was approved by City Council on October 7, 2014.

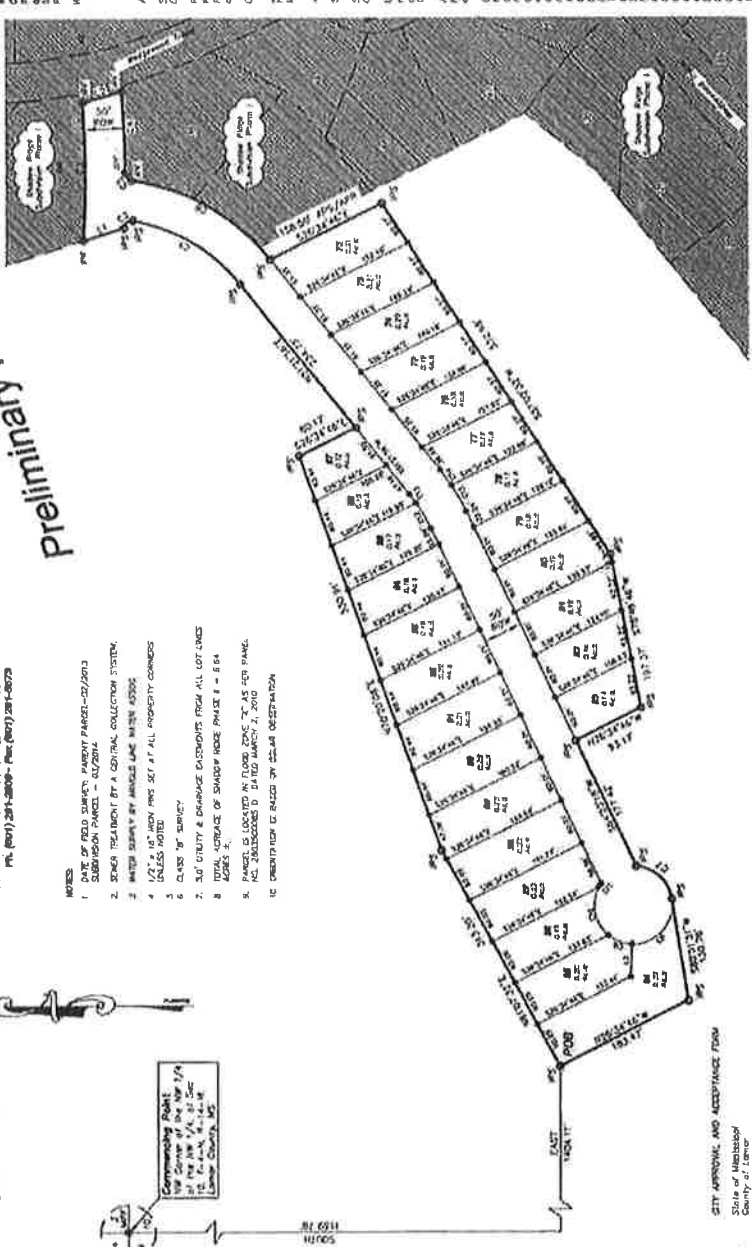
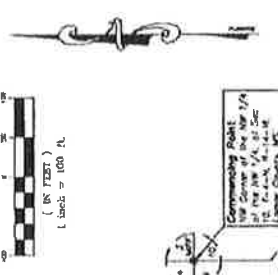
Option: Approve or Deny Preliminary plat for Shadow Ridge Phase II.

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft

NAME OF OWNERS:
R. J. MORRIS III JR ROLLING
WOOD MATTHEWSBURG, MS
39402
MARTHA JO NOWELL 2504
FORELAD ROAD CORINTH,
MS 38614

Clearpoint
Consulting Engineers, P.A.

preliminary plat



Lava Tests	
Line	Length (Feet)
1.1	25.50
1.2	20.00
1.3	4.00

City	Case Type			
	Local	Non-local	Inter-state	Foreign
1	1,022,988	773,007	98,841	5,202,240,261
2	16,311	10,300	14,242	1,022,241,716
3	173,334	3,729,445	179,445	861,523,117
4	192,005	1,634,043	100,970	847,247,217
5	14,344	3,508,000	1,214	94,520,545
6	27,016	1,227,000	60,000	3,072,133,121
7	87,016	42,000	60,000	5,072,133,121
8	18,311	42,000	77,000	5,072,133,121
9	21,000	20,000	42,000	5,072,133,121
10	21,000	20,000	42,000	5,072,133,121
11	8,300	242,000	42,000	5,072,133,121
12	372,844	27,000	77,000	5,072,133,121
13	14,344	2,200,000	14,000	5,072,133,121
14	14,344	2,200,000	14,000	5,072,133,121
15	14,344	2,200,000	14,000	5,072,133,121

LEADING

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
APS	AS PER SURVEY
APR	AS PER RECORD
Q	QUANTUM SET
●	MONUMENT SET
⊙	MONUMENT FOUND
PS	FROM PLAN SET
SP	FROM PLAN FOUND

I declare my signature on this, the _____ day of _____, 1914

 HARRY T. BARNETT, P.E. 2725D

 State of Wisconsin
 County of _____
 This is to certify that I, HARRY T. BARNETT, a Wisconsin Registered Professional Engineer and Land Surveyor,
 am near at the end of my term of office as _____ and that I have completed the term
 _____ and that the same has been duly accepted of each other.

 ROBERT T. BARNETT, P.E. 2725B

 State of Wisconsin
 County of _____
 I hereby certify that the foregoing is a true and correct copy of the original returned to me by the Wisconsin Registered Professional Engineer and Land Surveyor,
 _____ and that he attended the Conference upon this last on the _____ day of _____, 1914.

 Given under my hand and seal of office on this, the _____ day of _____, 2014

 ANNEKE POGGIO
 My commission expires.

[illegible]

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
AUGUST 7, 2019**

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners Absent: Ricardo Bryant

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Russell Archer, Historic Planner
Caroline Miles, Planner
Steve Mitchell, Building Official
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 PM.

AGENDA REVIEW

There came the matter of the August 2019 Agenda. A request was made by Chair Miller for a motion to approve the August 2019 Agenda. A motion was made to approve the August 2019 Agenda by Commissioner Pickett and seconded by Commissioner Hinton.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the July 3, 2019 minutes. Commissioner Ray requested one clerical correction to the minutes regarding the incorrect use of a preposition. A request was made by Chair Miller for a motion to approve the July 3, 2019 minutes. A motion was made by Commissioner Hinton to approve the minutes as corrected and seconded by Commissioner Ray.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for July 2019 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Ginger M. Lowrey, AICP, Planning Division Manager. Mrs. Lowrey introduced Regina Melson, the new Senior Planner with the City of Hattiesburg Planning Division. She also introduced Commissioner Jeff Keyseear, who

was recently appointed to the Planning Commission. Mrs. Lowrey also discussed the proposed Text Amendment that was presented at the July 2019 meeting is still a tabled item.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller discussed the upcoming working meeting for Commissioners who are interested in attending to discuss the tabled Text Amendment. The working meeting is to be held on Monday August 12, 2019 at location to be determined by Staff, though likely Jackie Dole Sherrill Community Center, depending on availability.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

Chair Miller declared the Public Hearing for the Planning Commission open at 1:14 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Old Business- Text Amendment), to take from the table and consider a petition filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to leave on the table the request. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett

Rebekah Ray
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Street Renaming), filed by Oka Howard, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Oka Howard	528 E. 9 th Street	Hattiesburg, MS
<u>Proponents:</u>	Debra Delgado		Hattiesburg, MS
<u>Opponents:</u>	None		

Both Ms. Howard and Ms. Delgado spoke to how the late Mr. Otis Wayne “Boss Hogg” McMickle, Sr. was a pillar of the community as a high-profile business owner of a funeral home and also discussed how he participated in the Civil Rights Movement in Hattiesburg, notably the Freedom Summer.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray stated that she would like to see some way to compromise to retain the historically significant street name Poplar Row, while still finding a way to honor Mr. McMickle’s memory. Commissioner Keyseear made a motion to Approve the request. Commissioner Pickett seconded the motion.

Commissioners voting aye: Mark Miller, Chair
 Amy Hinton, Vice-Chair
 Rhoda A. Pickett
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: Rebekah Ray

Commissioners abstaining: None

There came the matter of Item C (Conditional Use- Place of Assembly), filed by Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Places of assembly not otherwise listed” as defined by the LDC for a certain property located at 301 Court Street (Parcel 2-029P-10-350.00, PPIN 18634, Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Rink Russell	301 Court Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Mr. Russell presented the application on behalf of Mrs. Russell and informed the Commissioners that the Applicants, Mr. Strickland and Mr. Craft, had backed out on the application. Mr. and Mrs. Russell, the property owners, were still pursuing the conditional use on the property as a wedding event venue, as it would be an asset to them as they tried to sell their property; with the conditional use, it can either be sold to be a wedding event venue or as a residence. Mr. Russell said he would not be doing any additional work to bring the site into compliance with ADA standards, but future owners, should they be interested in purchasing the property to use as a wedding venue would have to make that investment as they applied for permitting with the City.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Waites stated that he seen no current need for this approval as it will not be used and that the Commission was setting a precedent for conditional use approvals to increase the saleability of properties in the Historic Districts. Chair Miller stated that while he is not opposed to the use at the location, he is opposed to the uncertain circumstances of the sale. Commissioner Waites stated future buyer/owner would have the opportunity to apply for a conditional use, if they so choose. Commissioner Pickett stated that she, too was concerned with the uncertain circumstances of the sale of the property. Commissioner Dawe stated that this conditional use would be a positive for the value of the property. Commissioner Hinton stated that the approval would not be for any kind of use that the site has not previously seen.

Commissioner Conville made a motion to Approve the request. Commissioner Dawe seconded the motion.

Commissioners voting aye: Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Charles Dawe
Dick Conville

Commissioners voting nay: Mark Miller, Chair
Rhoda A. Pickett
Kenneth Waites
Jeff Keyseear

Commissioners abstaining: None

There came the matter of Item D (Rezone Request R-1B to B-2), filed by Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 314 Bay Street (Parcel 2-029P-10-281.00, PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Kenneth Moye	PO Box 8241	Moss Point, MS
	Sam Levison	PO Box 8241	Moss Point, MS
<u>Proponents:</u>	Debra Delgado		
<u>Opponents:</u>	Seth Hunter	508 Walnut Street	Hattiesburg, MS
	Fran DuFour	113 Short Bay Street	Hattiesburg, MS
	Jennifer Shaidnagle	417 Walnut Street	Hattiesburg, MS
	Andrea Saffle	409 Walnut Street	Hattiesburg, MS

Mr. Moye and Mr. Levison presented a PowerPoint to the Commissioners. Within their presentation, they highlighted that the property is within a neighborhood business corridor on the future land use map, provided the high traffic counts on Bay Street, as well as provided an updated site plan. They discussed the area's demographics and discussed feasibility for the proposed business on the site should the rezoning request be successful. Mr. Moye stated that he had reached out to the Historic Hattiesburg Neighborhood Association as well as various

Councilpersons. The only person who had been receptive was Councilwoman Delgado.

Councilwoman Delgado spoke in favor of the request. She is a member of the neighborhood and stated that it takes imagination, creativity, and risk to have a successful business. The rezoning would provide the opportunity for the business.

Mr. Hunter, the attorney representing the HHNA, spoke in opposition to the proposal. He stated there has been no change in the character of the neighborhood and there was no public need so the rezoning should not be approved. Mr. Hunter stated that there are various zoning code violations, environmental violations, and back taxes owed against the property at current. He also stated that when the property was previously in operation as a gas station, there were issues with vagrancy in the neighborhood that went away when the gas station shut down. He also stated there had been no communications by the applicants with the HHNA prior to the application being made. He stated the neighborhood was seeing increased property values and that the neighborhood wanted to protect that by maintaining residentially zoned properties. Fran Dufour, HHNA President, spoke against the rezoning. She stated the goal of the HHNA was to maintain the atmosphere of the neighborhood as residential. Jennifer Shaidnagle spoke against the rezoning. She stated that the rezoning had the potential to devalue the property and provided an example of how historic homes in the North Main District are devalued by surrounding commercial properties. Andrea Saffle, former president of the HHNA, spoke against the rezoning. She stated that property values in the Historic Hattiesburg neighborhood were around \$100 per square foot, and it was a prime goal to protect home values by maintaining residential zoning.

Mr. Moye rebutted by stating that he intends on coming fully into compliance with all Codes. He stated he is a completely separate entity from Mr. Marvin Arrington, the owner who previously tried to rezone the property.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to Deny the request for rezoning on the basis that there is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question. Commissioner Waites seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: Rhoda A. Pickett

Commissioners abstaining: None

Commissioners recused from vote: Charles Dawe

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 3:00 P.M.

A preliminary plat review for Shadow Ridge Subdivision Phase II was presented. Shannon Wells, Engineer, presented. Commissioner Conville made a motion to approve the plat, and Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Rhoda A. Pickett
Kenneth Waites
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners absent for vote: Charles Dawe

Having no further business, Vice-Chairman Hinton made a motion to adjourn the meeting. The motion was seconded at Commissioner Ray. There being no further business, the meeting was adjourned at 3:07 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Adopt a Resolution authorizing Southern Mississippi Planning and Development District to assist and serve as agent for the City of Hattiesburg to establish a commercial redevelopment program in certain underdeveloped areas of the city.

File Number: 2019-94
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SOUTHERN MISSISSIPPI PLANNING AND
DEVELOPMENT DISTRICT TO ASSIST AND SERVE AS AGENT FOR THE CITY OF
HATTIESBURG TO ESTABLISH A COMMERCIAL REDEVELOPMENT PROGRAM IN
CERTAIN UNDERDEVELOPED AREAS OF THE CITY

WHEREAS, the City of Hattiesburg has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. §17-19-1 to enter into contract, including funding contracts and administrative services contract with a non-profit corporation to establish and operate a grant program for the revitalization of blighted and underdeveloped areas in the City of Hattiesburg as defined in Exhibit A; and

WHEREAS, the Southern Mississippi Planning and Development District (SMPDD), is a 501(c)(3) private non-profit corporation, has engaged in preliminary discussions with the City of Hattiesburg with regard to establishing a commercial redevelopment program that would allow private developers to apply for redevelopment incentives based on increases in sales tax that result from a proposed redevelopment and other incentives; and

WHEREAS, it is understood by all parties that the incentives for prospective developer participation in the grant program is based upon the Verified Tax Increase, and would require a Tri-Party Agreement between the City, SMPDD, and the prospective developer, and as further described in the Program Agreement to be entered into by and between SMPDD and a prospective developer; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, THAT:

Section 1. This Resolution shall serve as authorization for SMPDD to proceed with establishing a Commercial Redevelopment Program in conjunction with the City of Hattiesburg.

Section 2. The City of Hattiesburg wishes to establish the redevelopment program in specific underdeveloped areas of the City in zones as shown in attached Exhibit A and that incentive shall be provided at a rate of up to 35% for Ward 1 and Ward 4, and a rate of up to 50% for Ward 2 and Ward 5. Reimbursement grants will be capped at 1/3 of the redevelopment cost and the term of the reimbursement period is limited to a maximum of fifteen (15) years.

NOW THEREFORE, BE IT FURTHER RESOLVED that the governing authorities of the City of Hattiesburg declare their intention to establish a commercial redevelopment program in certain underdeveloped areas of the City.

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

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

YEAS:

NAYS :

ABSENT:

The President thereby declared the motion carried and the Resolution adopted and approved, this the 20th day of August, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2019.

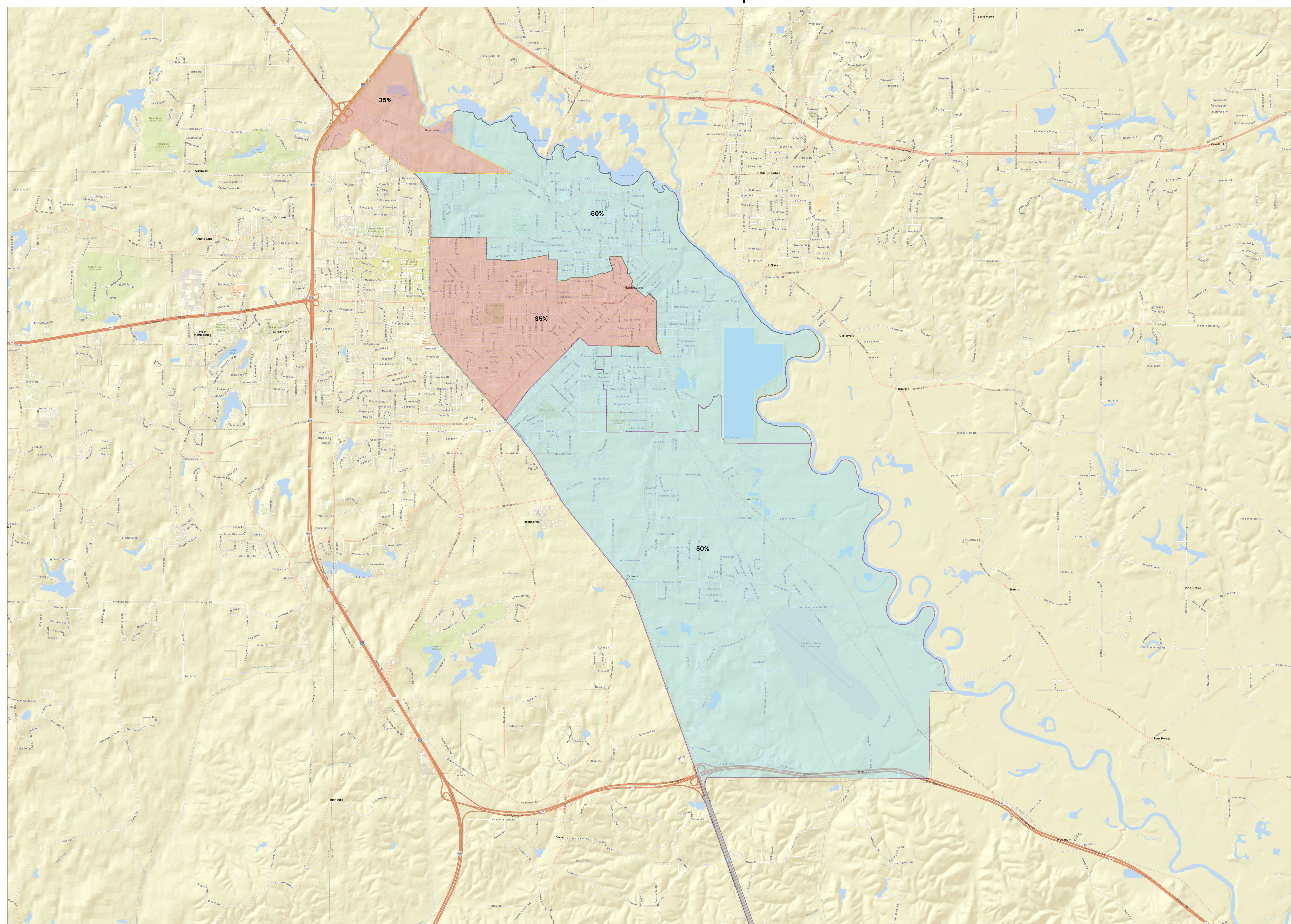
ATTEST:

APPROVED:

CITY CLERK

MAYOR

Tax Incentive Map





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve Lease Agreement between City of Hattiesburg and Region XII Commission on Mental Health and Retardation (DBA Pine Belt Mental Healthcare Resources) for office space located at 1410 W. Pine Street (Old Courtesy Ford Building) and authorize the Mayor to execute the same.

File Number: 2019-100
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made, executed and entered into as of the _____ day of _____, A.D., 2019, by and between **The City of Hattiesburg, Mississippi**, a municipal corporation (“the City”), and **Region XII Commission on Mental Health and Retardation** (“Pine Belt Mental Healthcare Resources”), a regional commission established under the authority of *Miss. Code Ann. § 41-19-33* (Supp. 2018):

1. The City does hereby for and in consideration and upon the terms and conditions and mutual covenants as herein stated, lease, let and demise to Pine Belt Mental Health beginning on September 1, 2019, 8500 +/- square feet of office space (approximately ten (10) offices and one (1) open area) in the following described property located in Forrest County, Mississippi:

See Exhibit “A” attached hereto

2. **TERM.** This lease shall commence on September 1, 2019, and shall continue for a term of twelve (12) months, with the termination date being August 31, 2020, unless terminated earlier by either party with a sixty (60) day written notice.

3. **RENT.** Pine Belt Mental Health agrees to pay the City the sum of Two Thousand Dollars (\$2000.00) per month as rent, on or before the first day of September, 2019, and twenty-one (21) more payments of Two Thousand Dollars (\$2000.00) on the first day of each month thereafter throughout the term of the Lease. If the monthly lease payment is more than ten (10) business days after the date it is due, a late charge of five percent (5%) of the payment due will be added to that monthly payment.

4. **INSURANCE.** Pine Belt Mental Healthcare Resources will provide to the City evidence of a general liability insurance policy in the amount of not less than One Million Dollars (\$1,000,000.00) against property damage or personal injury growing out of the use of the leased

premises and will make the City an additional insured on that policy. Pine Belt Mental Healthcare Resources will provide to the City evidence that it has insurance on the personal property/contents belonging to Pine Belt Mental Healthcare Resources that may be located in the leased premises. The parties understand and agree that the City will not carry contents insurance on the personal property/contents belonging to Pine Belt Mental Healthcare Resources.

5. **TELEPHONE AND INTERNET.** Pine Belt Mental Healthcare Resources shall be responsible for the cost of installing and maintaining telephone and internet service to the leased premises.

6. **PERSONAL PROPERTY/CONTENTS.** Pine Belt Mental Healthcare Resources shall be responsible for providing its own office furniture and other personal property.

7. **PARKING.** Pine Belt Mental Healthcare Resources shall have shared access to parking on the north side of the building for staff and visitors.

8. **JANITORIAL SERVICE.** Pine Belt Mental Healthcare Resources shall be responsible for janitorial maintenance of leased spaces.

9. **UTILITIES.** The City shall be responsible for gas, electricity and security alarm in the leased premises.

10. **BUILDING MAINTENANCE.** The City shall be responsible for building maintenance including HVAC, electrical and plumbing.

11. **ASSIGNMENT.** Pine Belt Mental Healthcare Resources shall not assign or sublease the premises without the prior written consent of the City.

12. **NOTICES.** All notices shall be in writing and delivered either in person or by certified mail, postage fully prepaid. Payment of rental and all notices to the City shall be addressed and delivered to:

City of Hattiesburg
Attn: Lisa Hanson
P. O. Box 1898
Hattiesburg, MS 39403

All notices to Pine Belt Mental Health shall be addressed and delivered to:

Pine Belt Mental Health
Attn: _____
[Address] _____
Hattiesburg, MS 394____

IN WITNESS WHEREOF, we have executed this Lease Agreement in duplicate as of
the _____ day of _____, A.D., 2019.

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Attest: _____
Kermas Eaton, City Clerk

**REGION XII COMMISSION ON MENTAL HEALTH
AND RETARDATION**

By: _____

Attest: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve Alarm Monitoring Service Agreement between the City of Hattiesburg and Gilliland Electronics for a city owned facility located at 1410 West Pine Street. (Former Courtesy Building) and authorize the Mayor to execute the same.
File Number: 2019-102
Minute Book #

Summary

Approve and Authorize the Mayor to execute a Alarm Monitoring Service Agreement between the City of Hattiesburg and Gilliland Electronics for a city owned facility located at 1410 West Pine Street. (Former Courtesy Building)

Recommendation Statement

I recommend approval of the Alarm Monitoring Services Agreement, for the city owned facility located at 1410 West Pine Street.

Please place this on the August 20, 2019 City Council meeting for consideration.

HATTIESBURG, MS 39403-2052

1410 W. Pine Street H'burg, ms 39401

8. G.A.C. SHALL HAVE THE RIGHT TO ASSIGN, THIS CONTRACT IN WHOLE OR IN PART, PROVIDED IT'S ASSIGNEE ASSUMES FULL RESPONSIBILITY FOR PERFORMANCE OF ALL SERVICES DESCRIBED HEREIN.

BY: _____

GILLILAND ELECTRONICS SUPPLY CO.

72 INDUSTRIAL DRIVE P.O. BOX 2052
HATTIESBURG, MS 39403-2052
PHONE 601-544-8812
FAX 601-584-7700
CLASS A – 15006450
www.gillilandtelephones.com

SECURITY SYSTEM MONITORING SERVICE AGREEMENT FOR FIRE ALARM AND BURGLAR ALARM

PROVIDER: GILLILAND ELECTRONICS
72 INDUSTRIAL DRIVE
HATTIESBURG, MS 39401

SUBSCRIBER: CITY OF HATTIESBURG
1410 W. PINE STREET (FORMER COURTESY BUILDING)
HATTIESBURG, MS 39401

INITIAL DATE SERVICE PROVIDED: AUGUST 7, 2019

Subscriber agrees to pay Provider the sum of 840.00 each year in advance, commencing on the 7th day of August 2019 and on the same date of each year thereafter during the term of this service agreement. All delinquent payments shall bear interest at the highest lawful rate until paid. Following the duration of the original term, this agreement shall be extended from year to year until thirty days written notice is provided by either party.

By Beth D. Brone
Gilliland Electronics Representative

By _____
City of H'burg, Representative

GILLILAND ELECTRONICS SUPPLY CO.

72 INDUSTRIAL DRIVE P.O. BOX 2052
HATTIESBURG, MS 39403-2052
PHONE 601-544-8812
FAX 601-584-7700
CLASS A – 15006450
www.gillilandtelephones.com

SECURITY SYSTEM MONITORING SERVICE AGREEMENT FOR FIRE ALARM AND BURGLAR ALARM

PROVIDER: GILLILAND ELECTRONICS
72 INDUSTRIAL DRIVE
HATTIESBURG, MS 39401

SUBSCRIBER: CITY OF HATTIESBURG
1410 W. PINE STREET (FORMER COURTESY BUILDING)
HATTIESBURG, MS 39401

INITIAL DATE SERVICE PROVIDED: AUGUST 7, 2019

Subscriber agrees to pay Provider the sum of 840.00 each year in advance, commencing on the 7th day of August 2019 and on the same date of each year thereafter during the term of this service agreement. All delinquent payments shall bear interest at the highest lawful rate until paid. Following the duration of the original term, this agreement shall be extended from year to year until thirty days written notice is provided by either party.

By Beth D. Brone
Gilliland Electronics Representative

By _____
City of H'burg, Representative

GILLILAND ELECTRONICS SUPPLY CO.

72 INDUSTRIAL DRIVE P.O. BOX 2052

HATTIESBURG, MS 39403-2052

PHONE 601-544-8812

FAX 601-584-7700

CLASS A - 15006450

Fire R. 823 Acct 2134

ALARM ACCOUNT # R. 823 Acct 2135

NAME City of Hburg - Office

ADDRESS 1410 West Pine Street

CITY/STATE/ZIP Hburg

PHONE # _____

DISPATCH # _____

X PASSWORD (MUST BE NUMERICAL AT LEAST 5 DIGITS) _____

CALL LIST - MUST BE KEY HOLDERS

X #1 NAME _____

PHONE # _____

X #2 NAME _____

PHONE # _____

X #3 NAME _____

PHONE # _____

X #4 NAME _____

PHONE # _____

* I need 4 digit
codes for
users to turn
on + off alarm

BB



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve Franchise Agreement between the City of Hattiesburg and Southern Light, LLC., related to fiber-optic transmission lines and authorize the Mayor to execute the same.
File Number: 2019-101
Minute Book #

Summary

Authorize Mayor to execute Franchise Agreement between the City of Hattiesburg and Southern Light, LLC.

Recommendation Statement

Recommend approval of said franchise agreement with Southern Light, LLC.

Please place this on the August 20, 2019 City Council meeting for consideration.

AGREEMENT

This agreement is entered into on this the _____ day of _____, 20 ____, by and between the CITY of HATTIESBURG, MISSISSIPPI, (hereinafter referred to as the "City"), and SOUTHERN LIGHT, LLC, (hereinafter referred to as the "Company").

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual covenants and promises contained herein, the City and the Company do hereby mutually covenant and agree as follows:

Section 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 "City" means the City of Hattiesburg, Mississippi.

1.2 "Governing Body" or "City Council" means the City Council of the City of Hattiesburg, Mississippi.

1.3 "Gross Revenues," means all revenue derived by Company from the operation of the System to provide local telecommunications services, including all revenues received by the Company from (a) the operation of the System within the corporate limits of the City, and (b) any related services provided by the Company within the corporate limits of the City, including but not limited to: (i) all revenues from installation charges for customers within the City, (ii) all revenues from connection or disconnection fees from customers within the City, (iii) all revenues from penalties or charges to customers in the City for checks returned from banks, net of costs paid, and penalties, interest or charges for late payment, (iv) all revenues from equipment sold or rented to customer upon customer premises within the City, (v) all revenues from authorized rental of conduit space within the City's rights-of-way, (vi) all revenues from authorized rentals of any portion of the Company's System, (vii) all other revenues collected by the Company from business pursued within the City, recoveries of bad debts previously written off and revenues from the sale or assignment of bad debts, and (viii) the value of any free services provided by the Company to customers within the City. Gross revenues shall not include any taxes on services furnished by Company, which taxes are imposed directly on a subscriber or user by a city, county, State and collected by Company for such entity. The Franchise fee is not such a tax. Gross revenues shall not include amounts which cannot be collected by Franchisee and are identified as bad debt; provided that if amounts previously representing bad debt are collected, then those amounts shall be included in gross revenues for the period in which they are collected. Gross revenues shall include revenue recovered by any entity other than Company where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees, however, amounts included in gross revenues shall not be counted more than once; therefore, amounts included once in Company's gross revenues shall not be added to gross revenues again if they are received by an affiliate of Company in payment for services supplied to Company.

1.4 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.5 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights

of way dedicated for compatible uses held by the City or located within the City which shall entitle the City and the Company to use the same for the purpose of installing, operating, repairing and maintaining the System.

1.6 "Support Structure or Structure", means a freestanding structure designed or used to support, or capable of supporting, Small Cell Technology Facilities, including, but not limited to, utility poles, street light poles, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign, or a flag pole. These terms do not include any decorative and architecturally significant street light poles that are inappropriate for use as a Support Structure as determined by the City Engineer.

1.7 "System" shall mean a system of conduit, pipes, cables, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Company in accordance with the terms and conditions contained in this Agreement.

Section 2. Grant of Authority. The City hereby grants to the Company the non-exclusive and limited authority to construct, install and maintain a fiber-optic transmission line in and along the rights-of-way in the City of Hattiesburg, Mississippi, which may include a Small Cell System and/or DAS serving one or more wireless service providers (hereinafter referred to as the "System") for use by individual end-user customers of the Company or for use by another public utility authorized by the Public Service Commission of the State of Mississippi to operate as a public utility in the City of Hattiesburg. The purpose of the installation of the System is to operate fiber-optic transmission lines within the corporate limits of the City, which may include a Small Cell System and/or DAS. The DAS System may include individual nodes, each of which shall be identified by number and each of which shall consist of space on a decorative street sign, pole, street sign, or other pole approved by the City, mounted thereon, together with all necessary equipment.

Section 3. Compensation.

3.1 With the exception of Small Cell Systems and/or DAS, the Company shall pay the City all permitting fees required by the City, which are fees intended to offset the administrative cost of processing to completion the work proposed to be performed by the Company in the City. Each application for a Small Cell System and/or DAS Permit shall include an application fee as follows: (i) for Permits for the placement of Communications Facilities that are not poles, \$500 for up to five Communications Facilities plus \$100 for each additional Communications Facility included in the permit; and (ii) for Permits for the placement of Communications Facilities that are poles, \$1,000.

A. With the exception of Small Cell Systems and/or DAS, the Company shall pay to the City as a franchise fee five percent (5%) of its Gross Revenues during each calendar year of operation under this franchise. Such payments shall be made quarterly during each calendar year, within fifteen (15) days of the close of each quarter. An annual financial statement shall be furnished to the City by the Company on or before April 1st of each year, or at any time upon request of the City after thirty (30) days written notice, such report to show Gross Revenues received by the Company from its operations within the City for the previous year. HOWEVER, at any time, upon request by the City and after sixty (60) days written notice, an annual certified audit report shall be furnished to the City by the Company, showing Gross Revenues received by the Company from its operations within the City for the previous year. In addition, at any time, upon request by the City and upon reasonable notice to the Company, the Company shall provide a report certified by the Company as being true and accurate showing year-to-date (from the last audited report provided to the date of receipt of the notice) Gross Revenues received by the Company from its operations within the City; in addition, the City shall have the right to inspect, examine, or audit during normal business hours and

upon reasonable notice to the Company under the circumstances, all documents and records that pertain to the Company's direct obligations under this Agreement.

B. Acceptance of any fee payment shall not be deemed a waiver or release of any claims the City may have for additional sums, nor construed as an accord or agreement that the amount paid is correct.

C. For a Small Cell System and/or DAS installation, the City shall charge, and the Company shall pay those fees as set forth in the Federal Communication Commission's Declaratory Ruling and Third Report and Order, adopted September 26, 2018, with regard to Accelerating Wireless and Wireline Broadband Deployment by removing Barriers to Infrastructure Investment, which shall be as follows: (i) for new poles or ground mountings and any Communications Facilities initially installed thereon by Company, \$270.00 per site, per year, per Permit; (ii) for attachments of Communications Facilities to third-party poles, \$270.00 per site, per year, per Permit; (iii) and for Communications Facilities installed on any city-owned structure, \$270.00 per site, per year, per Permit. Any payment required by this Section 3 not made within thirty (30) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

Section 4. Duration and Term. The franchise granted hereunder shall be for an initial term of ten (10) years (the "Initial Term") commencing on the effective date of the Ordinance approving or ratifying this Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. Upon the expiration of the Initial Term, the Company or the City shall have the option to renew this Agreement by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party's intent to renew this Agreement for the additional term. The Company understands that under Mississippi law a current Council cannot bind a future Council and therefore, the agree to term is subject to the right of a future City Council to void this Agreement.

Section 5. Grant of Non-Exclusive Authority. The right to use and occupy the rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions, and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement. The Company acknowledges that the primary municipal purpose of the public roads subject to the Agreement is for the City to provide safe means of transportation for public vehicular and pedestrian traffic and to accommodate the City's own public utility lines.

Section 6. Reservation of Regulatory and Police Powers. The City, by the granting of this franchise and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights which are now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Mississippi, to regulate the use of its rights-of-way by the Company or any person or to charge reasonable compensation for such use, and the Company, by its acceptance of this franchise and Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Company is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

Section 7. Standards of Service.

7.1. **Conditions of Street Occupancy.** All portions of the System and all associated equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such rights-of-way, and only according to plans and specification approved by the City prior to construction pursuant to Section 10 of this Agreement.

7.2. **Restoration of Rights-of-way and City utilities.** If during the course of the Company's construction, operation or maintenance of the System there occurs a disturbance of any rights-of-way by the Company or the City's water or sewer lines, the Company shall at its expense, replace and restore such rights-of-way and water or sewer lines to a condition comparable to the condition of the rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The work to be done under this Agreement, and the restoration of rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City Engineer. The Company shall immediately notify the City Engineer or his or her designee, of any damage to the City's Infrastructure. The City shall, in its sole and absolute discretion, perform all repair work to its water and sewer system caused by damage of the company, and the Company agrees to pay the reasonable amount invoiced it by the City for that work. Resurfacing shall include, but is not limited to:

A. Where there has been a 50% or greater surface area impacted, the Company will be required to resurface the entire lane within the construction area. Where there has been a 50% or greater surface area impacted on an entire roadway, the Company will be required to resurface the entire road section within the construction area.

B. Where the excavation is perpendicular to the direction of traffic, the Company shall resurface the length of the excavation from curb-line to curb-line or the length of the excavation plus the excavation influence area extending on each end of the excavation, whichever is less. This resurface shall also include the excavation area plus the excavation influence area on each side of the excavation.

C. Where a raised median is present and the excavation is perpendicular to the direction of traffic, the Company shall resurface either from the raised median to the curb-line, or for the length of the excavation, plus the excavation influence area extending on each end of the excavation, whichever is less. This resurface shall also include the excavation plus the excavation influence area on each side of the excavation.

7.3. **Relocation at Request of the City.** Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

7.4. **Trimming of Trees and Shrubbery.** In the course of any work in the right-of-way, the Company shall not remove or damage or cause to be removed or damage any tree or shrubs which exist in or along a street, alley or right of way area without first obtaining the approval of the City Engineer, his or her Permit Administrator and/or, the City Arborists and only if the same would

not be in violation of any other Ordinance, regulation or code.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area. The Company agrees to abide by the terms and conditions of Mississippi's One Call statute (Miss. Code Annotated Sections 77-13-1 through 77-13-21, as now in force or as hereinafter amended).

7.6 Permitting Requirements for Small Cell Systems and DAS Installation. The City shall have the following time periods to make its final decision to approve or disapprove an application for a permit contemplated in this ordinance and advise the Applicant in writing of that determination:

- a. Sixty (60) calendar days from the date an application for a permit is filed with respect to a request to co-locate Facilities on an existing Support Structure; and
- b. Ninety (90) calendar days from the date an application for a permit is filed with respect to a request to attach Facilities to a new Support Structure.

To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the Applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the City does not advise the Applicant in writing of the incompleteness of a submitted application within thirty (30) days after that submission.

Any Applicant that desires reconsideration of an administrative decision by the City Engineer to deny a request for a permit to place a Facility or Support Structure on the Right-Of-Way may seek review, modification or reversal of that decision by the City Council by submitting a request for reconsideration with the City Clerk within twenty-one (21) calendar days following the Engineer's decision. That request for reconsideration will be considered by the City Council at a regular Council meeting that will be conducted as soon as practical after the request for reconsideration is made. If no request of reconsideration is submitted, the decision of the City Engineer will be final.

Additionally, the Applicant, within thirty (30) days following a decision by the City Council to deny either a) a request for reconsideration or b) a decision by City Council to not approve the placement of a new Support Structure on the Right-of-Way, may appeal either of those decisions by the City Council to the Circuit Court of Forrest County Mississippi, as applicable. If no appeal of those decisions of the City Council is made, those will be deemed final.

7.7 Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Codes of the City in force and effect at the time of such construction. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

- a. Utility Cuts for hand holes and manholes should be included within the drawing when the permit is submitted. No other utility cuts shall be done without the City Engineer's discretion. If any pavement cuts are needed within major or minor city

streets, they have to be approved by the City Engineer. Pavement cuts may require a bond at the City Engineer's discretion.

- b. Methods of construction for excavation and backfill shall be in accordance with the standard specifications for road and bridge construction standards for the City of Hattiesburg as determined by the City Engineer and such provisions as are included herein and as may be added in the special conditions. No opening or excavation of a cross trench shall extend beyond the centerline of the road before being backfilled, compacted and the surface of the roadway temporarily restored. All trenches within a paved area shall only be backfilled in the top five (5) feet with twelve (12) inch lifts and compacted with mechanical compaction. No excavation shall take place unless the mechanical compactor is actually on the site. All utility facilities shall be located sufficiently ahead of trench excavation work to avoid damage of those facilities and to permit their relocation, if necessary. Storm drains, pipe culverts or other facilities encountered shall be adequately protected by the permittee. If the work performed interferes with the established drainage system of any street, road, or alley, adequate provision shall be made by the permittee to provide proper drainage during construction and to restore the existing system, all to the satisfaction of the City Engineer or his or her Permit Administrator. No dewatering equipment, wells, points, or piping shall occupy the traveled portion of roadways unless specifically approved and adequately protected to the satisfaction of the City Engineer or his or her Permit Administrator. Effluent from dewatering systems shall be discharged in such a manner that erodible soils are not adversely affected. All silt sediments being carried in the dewatering effluent must be intercepted prior to effluent discharge into any drainage system through use of a sedimentation basin designed to allow retention of discharge for sufficient time to render such waters free of suspended silt and sediments. The use of screening devices in lieu of sedimentation basin must receive specific approval from the City Engineer or his or her Permit Administrator and be employed only for minor flows. Any gravel, earth or other excavated material which is caused to roll, flow, or wash upon any road shall be removed from the roadway after deposit and such removal shall not occur more than twenty-four (24) hours therefrom. In the event the earth, gravel or other excavated material so deposited is not removed, the City or another on behalf of the City may remove the material and any and all costs incurred shall be paid by the Company or applied from his or her bond. The Company shall employ construction methods that will keep flying dust to the minimum to the satisfaction of the City Engineer or his or her Permit Administrator. At the first sign of precipitation, all work on the shoulders and traveled way of streets and alleys shall stop and they shall be cleared of all dirt, gravel and loose materials and the area backfilled until the weather permits resumption of work
- c. Backfilling shall be carefully performed and the original surface restored. The manholes or trenches shall be backfilled with fine, loose earth, free from large clods or stones, carefully rammed until enough has been placed to provide a cover of not less than one (1) foot above the pipe or other installed infrastructure. The remainder of the backfill material shall be placed in successive loose layers not to exceed 12 inches and compacted until a density of

at least that of adjacent soil is attained. Whenever the trenches or manholes have not been properly filled, or if settlement occurs, the contractor is responsible to refill, smooth off, and made to conform to the surface of the ground. Backfill in areas to be paved shall be made at 95% standard proctor for major city streets. Minor streets should backfilled in 12 inch lifts to a compaction where no further pumping is noticed. Such fill shall be compacted with mechanical tampers so that, when completed, the compacted soil shall have a density of at least that of the undisturbed adjacent ground.

7.8 Obstructions of Rights-of-Way. Except in the case of an emergency, or with the approval of the City Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. Approval of the City Engineer shall be obtained prior to any work causing any such obstructions or excavations, except in the event of an emergency; and in the event of an emergency the City Engineer must be notified immediately of the work being performed. The Company shall not so obstruct the rights-of-way so as to interfere with the natural, free and clear- passage of water through the gutters, drains, ditches or other waterways. Upon making an opening in any public way, street, sidewalk, or road, as authorized by this Agreement for the purpose of laying, constructing, repairing, and/or maintaining its System, the Company shall, without unnecessary delay, replace and restore same to its former condition as nearly as possible and in full compliance with the provision of the City's street cut policy and other provision for the Code of Ordinances of the City of Hattiesburg and the laws of the State of Mississippi. The Company shall re-sod disturbed grassed areas and replace all excavated areas to their former condition in order to minimize the disruption, and to prevent erosion, of public property and the property of adjoining private land owners.

The Company shall provide safe passageway for pedestrians and vehicles through, in and around the work site areas. Work shall be performed at such reasonable times as determined by the City so as not to impede regular business traffic nor to unreasonably affect adjoining property owners. The Company shall meet all City and State requirements for traffic control and notify the City at least forty-eight (48) hours, exclusive of Saturdays, Sundays, and municipal holidays, prior to the commencement of work or accessing of the City Rights of Way, except in cases of emergency, whereby notice shall be provided to the City as soon as reasonably possible.

Except for emergency repairs or as approved by the City Engineer or his or her designee, work conducted or pursued in accordance with a permit shall be between the hours of 6am and 6pm., prevailing time. Starting or warming up equipment prior to 6am is prohibited. Work on the weekend or legal Holidays are prohibited unless specifically authorized by the City Engineer.

At least two business days in advance of any permitted work occurring, the Company shall provide written notice to each owner of property that is located or found to be within 200 feet of any work or construction to occur. Such notice shall minimally include a description of the project and where the work is to occur and a schedule for completion of the work. Within the same time parameters, the Company shall further notify emergency agencies and television, radio and print media within the City of any road closures or obstructions due to the anticipated work or construction.

7.9 Safety Requirements.

A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. The Company shall install and maintain the System in accordance with the requirements of all applicable federal, state, and municipal regulations, including but not limited to those of the FCC and the Corps of Engineers, as now in effect or hereinafter amended, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

C. All structures and all lines, equipment and connections in, over, under and upon the rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

E. The Company shall be responsible to comply with all current and applicable federal, state and local safety regulations, codes, requirements, and laws. The Company shall further be responsible at all times for the safety of the area(s) where work or construction is to occur under a permit issued hereunder as well as for the safety of the public who may encounter such area(s). The Company shall further ensure that any work authorized by a permit hereunder which is left overnight or in an unfinished condition at any time when construction is not actually occurring or during actual construction is made safe, which shall minimally include the placement of danger or warning lights and barricades as required by any applicable or governing safety or traffic codes, regulations, and laws and in accordance with the Manual on Uniform Traffic Control Devices.

7.10 Least Disruptive Technology. The Company is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-ways. The Company will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Engineer. The City Engineer may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

7.11 Vacation of Right of Way by City. If at any time during any term of this Agreement, the City shall lawfully elect to vacate, relocate, abandon, alter, reconstruct, or change the grade of any street, sidewalk, alley, or other public way, to include drainage and utility areas, the Company, upon reasonable notice by the City, shall remove, re-lay and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work, or cause it to be done, and the full cost thereof shall be chargeable to the Company, or, in the alternative, to consider such failure by the Company to remove its equipment or plant as an abandonment of all ownership rights in said property. The Company shall furnish assistance, if reasonably requested by the City, to locate or to protect franchise wires, cables, and other facilities, as deemed necessary by the City in the maintenance and service of its streets, alleys, and public ways in an effort to provide services to the public.

7.12 Inspection costs. The cost to the City of necessary inspection of work performed by the Company shall be paid for solely by the Company within sixty (60) days of presentation of a bill for such.

Section 8. Restoration. In addition to any required resurfacing, any areas affected by work or construction shall be restored within fourteen (14) days of completion of work or construction on the property or areas affected thereby so that each such property or area shall,

to the best extent possible, be placed in the same or better condition it was in prior to the commencement of work or construction. Such restoration shall include, but not be limited to, the replacement of all markings and/or striping per the current Manual on Uniform Traffic Control Devices and the re-sodding of like or higher quality turf or replacement of similar vegetation that was adversely affected or damaged by the work as well as the replacement or restoration of any and all sidewalks, driveways, shoulders, curbs, curb cuts, manholes, and any other improvements. Replacement of improvements necessitated by work authorized by a permit shall be made in accordance with prevailing and governing industry standards, codes, regulations, and laws at the time of the replacement. If a sidewalk, curb, and/or gutter were damaged by the Company the Company shall be responsible for all costs associated with its replacement. Sidewalks, curb, and gutter shall be saw cut three inches (3") prior to replacement to provide a clean edge. The Company shall be responsible for cracks or settling of same for a period of two (2) years from date of repair. Restoration of grassy areas that were, in the opinion of the City Engineer, not generally maintained prior to commencement of work authorized under a permit, may include re-seeding of grass in lieu of re-sodding of turf. All such restoration efforts shall be inspected by the City Engineer or his or her Permit Administrator. The Company's bond shall not be released or surrendered for the work or permit until acceptance of all restoration efforts has been made by the City Engineer or his or her Permit Administrator. By restoring the rights-of-way and areas affected by construction or work permitted hereunder, the Company guarantees its work for twenty-four (24) months following its completion and acceptance by the City Engineer or his or her Permit Administrator. During this twenty-four (24) month period, the permittee shall, upon notification from the City Engineer or his or her Permit Administrator, correct all restoration work to the extent necessary using the method required by the City Engineering Department and such work shall be completed within the time specified by the City Engineer or his or her Permit Administrator.

If the subsurface material or pavement over or within the trench influence area associated with an area of construction or work in a permit becomes depressed or broken at any time within two (2) years after the excavation has been completed and accepted and before resurfacing of the City street or at any time prior to such time as the street surface is completely resurfaced, the bond shall be used to cover the costs of the repair and the person or persons who excavated the area as well as those who were responsible for the excavation, including, but not limited to, the Company shall be liable for any and all remaining costs arising out of such repair.

Excavation, cutting, or digging in, around, under, or through newly created, renovated, or resurfaced City streets is prohibited for five (5) years after the filing of a notice of completion or acceptance of a new street or structural overlay of the street, except as follows:

- (1) Emergency which endangers life or property, such as an occurrence that:
 - (a) Endangers the health and safety of property
 - (b) Requires excavation in order to remediate the emergency
- (2) Repair or modification to prevent interruption of essential utility service
- (3) Relocation work that is mandated by City, County, State or Federal law
- (4) Service for buildings where no other reasonable means of providing service exists, as determined by the City Engineer, or their authorized representative(s)

- (5) In a City street that the City has scheduled for resurfacing either during the fiscal (October 1- September 30) when the excavation permit is issued or during the following fiscal year and the work takes place prior to the resurfacing
- (6) For potholing to verify utility depth or location
- (7) Trenchless excavations greater than three (3) feet in depth of cover over the utility facility not requiring a significant surface incision greater than industry bore pit standards may be allowed at the discretion of the City Engineer, or their authorized representative(s)
- (8) New service to a specific location that cannot be provided:
 - (a) Through existing conduit
 - (b) Where Trenchless Technology is impractical due to one or more of the following:
 - Soil conditions
 - Proximity of Installations
 - Where a large conduit package is being installed
 - Where Trenchless Technology is economically impractical compared to trenching and resurfacing performed in accordance with approved standards
- (9) Other situations deemed by the City Engineer or their Permit Administrator, to be in the best interest of the general public.

Section 9. Enforcement and Termination of Agreement.

9.1 Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

9.2 Right to Cure or Respond. The Company shall have 30 days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance; (b) to cure such default; or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

9.3 Enforcement. In the event the City determines that the Company is in default of any provision of this Agreement, in addition to any right or remedy the City may have at law or in equity, the City may pursue any or all of the following remedies:

- A. Seek specific performance of any provision which reasonably lends itself to such a remedy;
- B. Make a claim against any surety or performance bond which may be required to be posted;
- C. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;
- D. Seek any other available remedy permitted by law or in equity;

9.4. Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

9.5 Removal of System After Termination. At the expiration of the term for which this Agreement is granted plus any extension thereof, or upon its termination or cancellation for any other reason, the City shall have the right to require the Company to remove, at its own expense, all portions of its System from the City of Hattiesburg.

Section 10. Default. In addition to any other act or omission determined by the City to be a material breach, each of the following shall constitute a material default by the Company for which the City reserves the right, in addition to all other rights and remedies it may have at law or in equity, to terminate and cancel this Agreement and all rights and privileges of the Company hereunder:

- (1) Failure to make any payments to the City required to be made as set forth in this Agreement;
- (2) Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;
- (3) Failure to provide or furnish any information required under this Agreement to the City that is not cured within ten (10) days following written notice to the Company;
- (4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;
- (5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Company;
- (6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or
- (7) If (a) the Company shall make an assignment without prior written approval of the City, or make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

Section 11. Approval of Construction Plans. All plans and specifications for

construction, excavation, or installation of any portion of the System shall be submitted for approval to the City Engineer in accordance with the City's Ordinance # 3236 as amended. Those plans and specifications shall include true and correct maps or plats of all proposed installations and the types of equipment and facilities, property identified and described by appropriate symbols and marks and which shall include annotations of all public ways, streets, road, and conduits where the work is to be undertaken. Maps shall be drawn in a scale which shall allow proper review and interpretation and will be filed no less than ten (10) working days before any installation of said cable, equipment, of facilities. The Company shall only perform work pursuant to permits, including but not limited to "street-cut permits", from the City as required by this Agreement and all applicable city, state, and federal rules and regulations, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the rights-of-ways due to the Company's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City. Within sixty (60) days of the completion of each segment of the Company's System, the Company shall supply the City with a complete set of "as built" drawings for that segment. Further, after each replacement, relocation, reconstruction, or removal, the Company shall promptly notify the City of the exact changes made and shall provide a new set of "as built" drawings showing each modification to the Director of Engineering within sixty (60) days thereof.

Section 12. Street Closings. Any anticipated closing of any streets, roads, or alleys due to construction or repair must be approved by the City Engineer, his or her Permit Administrator and/or Traffic Division with detailed plans and plans for emergency vehicle access submitted to him or her for review and approval a minimum of five (5) days in advance of any anticipated closing or anticipated traffic pattern change. The City reserves the right to alter the construction schedules of the applicant or permittee in the coordination of traffic flow through an area where multiple openings are to take place. All construction signing, protection devices, warnings, and flaggers must be in accordance with applicable or governing codes, regulations, and laws, including, but not limited to, the Manual on Uniform Traffic Control Devices.

Section 13. Small Cell. The parties agree that in the event of a conflict with any provision contained in this Agreement and the City Code, the order of priority for resolving the conflict shall be as follows: 1) Federal law; 2) applicable regulations of the FCC including the FCC's Declaratory Ruling and Third Report and Order adopted on September 26, 2018; 3) State law; 4) the City Code and City Ordinance # 3236 as amended; and 5) this Agreement.

Section 14. Insurance; Bonds.

14.1 **General Liability Insurance.** Company shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and property damage per person and \$3,000,000.00 as to each occurrence, satisfactory to the City with one or more responsible insurance companies duly authorized to do business in the State of Mississippi. The City shall be named as an additional insured on the policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City. In addition, the Company shall require its contractors and subcontractors to keep and maintain in connection with all construction, installation, and maintenance work to be performed within the City of Hattiesburg's city limits general liability insurance coverage with one or more responsible insurance companies duly authorized to transact business in the State of Mississippi with insurance limits of not less than \$500,000.

14.2 **Worker's Compensation Insurance.** In addition, the Company shall obtain worker's

compensation coverage as required by the laws of the State of Mississippi with one or more responsible insurance companies duly authorized to do business in the State of Mississippi.

14.3 Comprehensive Automobile Liability Insurance. Company shall maintain in full force and effect, at its own cost and expense, a comprehensive automobile liability insurance policy in the amount of \$1,000,000.00 for bodily injury and property damage per person and \$3,000,000.00 as to each occurrence, satisfactory to the City with one or more responsible insurance companies duly authorized to do business in the State of Mississippi.

14.4 Intended Beneficiary. Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the City, and the City shall be primarily covered for all losses covered by the policies. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessment, being that all are negotiated at the sole risk of the Company.

14.5 Construction and Reclamation Bond. The entity which installs the Company's cable and related equipment into the public ways of the City shall obtain and maintain, at its sole cost and expense, throughout the construction or installation period, and shall file with the City Clerk, a Construction and Reclamation Bond with a bonding company authorized to business in the State of Mississippi and found acceptable by the City, in the amount of One Hundred Thousand Dollars (\$100,000.00) in order to Safeguard the City from damage done as a result of the installation of any portion or aspect of the Company's System. The Company shall provide certification of this Construction and Reclamation Bond to the City at least ten (10) days prior to the commencement of the installation of any portion or aspect of the System into the public ways of the City. The bond shall not expire until the construction and installation of the cable and related equipment is completed. The Construction and Reclamation Bond shall provide, but not be limited to, the following condition:

there shall be recoverable by the City of Hattiesburg, jointly and severally from the principal and the surety, any and all damages, losses or costs suffered by the City of Hattiesburg resulting from the construction or installation of cable and related equipment in the City of Hattiesburg, Mississippi.

The rights reserved to the City with respect to the Construction and Reclamation Bond are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, no action, proceeding, or exercise of a right with respect to such Construction and Reclamation Bond shall affect any other right the City may have.

14.6 Performance Bond. Within one (1) month of the effective date of this Agreement, the Company shall obtain and maintain, at its sole cost and expense, and file with the City Clerk, a Performance Bond with a bonding company authorized to do business in the State of Mississippi and found acceptable by the City, the approval of which shall not be unreasonably withheld, in the amount of Fifty Thousand Dollars (\$50,000.00), in order to secure the Company's performance of its obligations and faithful adherence to all requirements of this Agreement. The Performance Bond shall provide, but not be limited to, the following condition:

there shall be recoverable by the City of Hattiesburg, jointly and severally from the principal and the surety, any and all damages, losses or costs suffered by the City of Hattiesburg resulting from the failure of the Company to: (a) keep the System in good repair; or (b) remove its cables or related equipment from the public ways of the City of Hattiesburg, upon the City's request for their removal, either at the time of the expiration of the franchise, upon the Company's abandonment of said cable and related equipment, or for any other reason contemplated by this Agreement.

The Performance Bond shall also contain the following endorsement:

It is hereby understood and agreed that this instrument may not be cancelled nor any intention not to renew by exercised until sixty (60) days after receipt by the City of

Hattiesburg by registered mail of written notice of said intent.

Section 15. Indemnity and Hold Harmless. The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligent or willful acts or omissions of the Company, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair, or removal of Facilities, or any other activity related to the Companies performance of its rights and obligations under this Agreement, except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with, the City of any of the insurance policies described in this Agreement. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

Section 16. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

Section 17. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

Section 18. Other Obligations. Obtaining a franchise pursuant to this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

Section 19. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City.

Section 20. Priority of Use. This Agreement does not establish any priority for the use of the rights-of-way by the Company or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Mississippi and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Mississippi.

Section 21. Notice. The Company shall provide the City with notices of all petitions, applications, communications and/or reports relating to matters affecting the Company's use of the City's public ways. Upon written request from the City, the Company shall provide the City with copies of all such documentation. Every notice or response required by this Agreement to be served upon the City or the Company shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

City of Hattiesburg, Mississippi
Attention: Mayor and Chief Administrative Officer
200 Forrest Street
Hattiesburg, MS 39401

WITH A COPY TO:
City Attorney
200 Forrest Street
Hattiesburg, MS 39401

The notices or responses to the Company shall be addressed as follows:

Uniti Fiber
Attention: Kelly A. McGriff
Vice President and Deputy General Counsel
107 St. Francis Street
Suite 1800
Mobile, AL 36602

The City and The Company may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

Section 22. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Agreement.

Section 23. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City's Chief Administrative Officer and shall be accompanied by delivery of all payments, insurance certificates, applications, acceptance fees and performance of other requirements relating to commencement of construction as set forth in this Agreement.

Section 24. Assignment. The Company's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership.

Section 25. Miscellaneous.

25.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the meanings and provisions of this Agreement.

25.2 The Company is requested by the City to employ, contract with vendors, sub-contractors, or joint venture projects with citizens and businesses in the City of Hattiesburg, Mississippi.

25.3 The Company shall comply with all applicable laws, regulations, policies, and procedures of the United States, the State of Mississippi, and the City of Hattiesburg that may apply to this Agreement. The Company shall not discriminate against any employee, contractor, or subcontractor, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, nation origin, or disability.

Section 26. Rules of Construction. The parties hereto acknowledge that each party

and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

Section 27. Governing Law. This Agreement shall be deemed to have been made in the State of Mississippi, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Mississippi, without giving effect to any choice of law provisions arising thereunder. Venue and jurisdiction for any dispute between the parties to this Agreement shall be in the appropriate state court located in Forrest County, Mississippi.

Section 28. Severability Clause. If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

Section 29. Effective Upon Full Execution. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of the action of the Hattiesburg City Council approving and authorizing this Agreement.

ADOPTED AND APPROVED this _____ day of _____, 20 _____.

City of Hattiesburg, Mississippi

By: _____

Mayor Toby Barker

ATTEST:

City Clerk (or Deputy City Clerk)

STATE OF MISSISSIPPI
COUNTY OF FORREST

I, _____, a Notary Public, in and for the County in said State, hereby certify that Mayor _____, and _____ whose names as Mayor and (Deputy) city Clerk of the City of Hattiesburg, Mississippi, a municipal corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this _____ day of _____,
20 _____.

Notary Public

My commission expires: _____

Southern Light, LLC

By: _____

Its: _____

VP and Deputy General Counsel

STATE OF ALABAMA

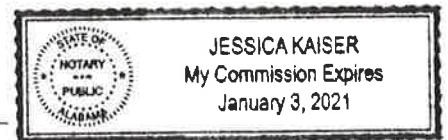
COUNTY OF MOBILE

I, Jessica Kaiser a Notary Public, in and for said County in said State,
hereby certify that Betty A. McGriff whose name as
VP and Deputy General Counsel of Southern Light, LLC an Alabama Limited Liability
Company, is signed to the foregoing instrument and who is known to me, acknowledged before
me on this day that, being informed of the contents of the instrument, as such officers and with
full authority, executed the same voluntarily for and as the act of said Alabama Company.

Given under my hand and seal this 9th day of August, 20 19.

Jessica Kaiser
Notary Public

My commission expires: _____





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve 16th Section Commercial Lease Agreement between the City of Hattiesburg and Hattiesburg Public School District for a parcel of land identified as 1410 West Pine Street and authorize the Mayor to execute the same.
File Number: 2019-98
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

Point of Intersection of the said Northeastern Right of Way Line of U. S. Highway No. 49 and the Southeastern Right of Way Line of West Pine Street, thence run N36°33'32"E along the said Southeastern Right of Way Line of West Pine Street for 1154.41 feet, thence run N35°55'19"E along the said Southeastern Right of Way Line of West Pine Street for 494.42 feet, thence run N36°07'28"E along the said Southeastern Right of Way Line of West Pine Street for 164.83 feet to the Point of Beginning: thence run N36°43'19"E along the said Southeastern Right of Way Line of West Pine Street for 199.99 feet, thence run S45°32'57"E for 418.39 feet to a Point on the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad, thence run S44°49'10"W along the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 198.18 feet, thence run N45°32'57"W for 390.22 feet to the Point of Beginning, comprising 1.84 Acres, more or less.

PARCEL NO. 5: INDUSTRIAL PARK, INC.:

A part of the North ½ of the Southwest ¼ of Section 16, in Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Intersection of the Northwestern Right of Way Line of the New Orleans and Northeastern Railroad and the Northeastern Right of Way Line of U. S. Highway No. 49, thence run N45°15'11"W along the said Northeastern Right of Way of U. S. Highway No. 49 for 125.42 feet to a Point of Intersection of the said Northeastern Right of Way Line of U. S. Highway No. 49 and the Southeastern Right of Way Line of West Pine Street, thence run N36°33'32"E along the said Southeastern Right of Way Line of West Pine Street for 1154.41 feet to the Point of Beginning: thence run N35°55'19"E along the said Southeastern Right of Way Line of West Pine Street for 494.42 feet, thence run S45°35'33"E for 365.33 feet to a Point on the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad, thence run S44°39'40"W along the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 490.73 feet, thence run N45°15'08"W for 290.20 feet to the Point of Beginning, comprising 3.69 Acres, more or less.

TRACT 30-7-GARY J. AND JAMES K. MARTIN

A parcel of land located in and forming a part of Section 16, Township 4 North, Range 13 West, being also a part of Block 75 of the D.D. McInnis Third Survey or Addition, all in the City of Hattiesburg, Forrest County, Mississippi, being definitely and particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16 in said Township and Range run South along the West boundary line of said Section 16 a distance of 429.8 feet to a point on a projection or extension of the North boundary line of Block 13 of the Hicks Subdivision of the D.D. McInnis Third Survey of or Addition to the City of Hattiesburg, Forrest County, Mississippi (which Subdivision lies Northwesterly of the New Orleans and Northeastern Railroad right of way), run thence East along said projection or extension of the said North boundary line of said Block 13 and along the said North boundary line of said Block 13 itself a distance of 808.0 feet to a point on the Westerly bank of Gordon's Creek, (all of the above being located by fixed and permanent monuments and fully identified and set forth on that certain survey by R. L. Morrison, C.E., et al, dated December 23, 1957, and of record in Record of Surveys Book 1 at Page 138, on file in the office of the Chancery Clerk of Forrest County, Mississippi), run thence North 2 degrees 47 minutes East along said Westerly bank of said Gordon's Creek a distance of 143.0 feet, run thence North 4 degrees 7 minutes East along said Westerly bank of said Gordon's Creek a distance of 212.3 feet to a point on a projection or extension of the Southeasterly boundary line of 32nd Avenue in the City of Hattiesburg, Mississippi, run thence North 44 degrees 32 minutes East along said projection or extension of said Southeasterly boundary line of said 32nd Avenue and along said Southeasterly boundary line of said 32nd Avenue itself a distance of 1869 feet to a point that is 1040 feet Southwesterly of the point of intersection of the said Southeasterly boundary line of said 32nd Avenue with the Southwesterly boundary line of Florence Street in the City of Hattiesburg, Mississippi, and run thence South 45 degrees 28 minutes East and parallel with the said Southwesterly boundary line of said Florence Street a distance of 190 feet to and for a point of beginning of the parcel of land herein described, and from this point of beginning continue thence South 45 degrees 28 minutes East and parallel with the said Southwesterly boundary line of said Florence Street a distance of 210 feet to a point on the Northwesterly boundary line of West Pine Street (sometimes called Lewin Avenue or Street) in the City of Hattiesburg, Mississippi, run thence North 44 degrees 32 minutes East and along said Northwesterly boundary line of said West Pine Street a distance of 296 feet, run thence North 45 degrees 28 minutes West and parallel with the said Southwesterly boundary line of said Florence Street a distance of 200 feet, run thence South 44 degrees 32 minutes West and parallel with the said Northwesterly boundary line of said West Pine Street and the said Southeasterly boundary line of said 32nd Avenue a distance of 246 feet, run thence North 45 degrees 28 minutes West and parallel with the said Southwesterly boundary line of said Florence Street a distance of 10 feet and run thence South 44 degrees 32 minutes West and parallel with the said Northwesterly boundary line of said West Pine Street and the said

Southeasterly boundary line of said 32nd Avenue a distance of 50 feet to the point of beginning; said parcel of land having a frontage of 296 feet on said West Pine Street in the City of Hattiesburg, Mississippi, and extending therefrom in a Northwesterly direction a depth of 200 feet on the Northeasterly side thereof and a depth of 210 feet on the Southwesterly side thereof.

AND ALSO:

A part of Block 75 of the D. D. MCINNIS THIRD SURVEY OR ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi (being a subdivision of part of Section 16, Township 4 North, Range 13 West of Forrest County, Mississippi) and more particularly described as follow, to-wit:

Commence at the most easterly corner of Block 75 of said subdivision being the intersection of the Southwest margin line of Florence Street and the Northwest margin line of West Pine Street and run thence Southwesterly along the Northwest margin line of West Pine Street for a distance of 744 feet to and for the Point of Beginning, (being the most easterly corner of real property deeded to B. J. Martin by deed dated April 30, 1964, in Land Deed Book 266, at Page 27, on file in the office of the Chancery Clerk of Forrest County, Mississippi), run thence North 45 deg. 28' West for 165 feet; run thence South 44 deg. 32' West for 25 feet; run thence North 45 deg. 28' West for 45 feet; run thence North 44 deg. 32' East for 169 feet; run thence South 45 deg. 28' East for 210 feet to the Northwest margin of West Pine Street; run thence Southwesterly along the Northwest margin line of West Pine Street for a distance of 144 feet to the Point of Beginning.

TRACT 30-14-B.E. MIXON AND JUDITH MIXON

A parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at a point 100 feet southeasterly from the point of intersection of the southwesterly boundary line of Scooba Street and the northwesterly boundary line of the right of way of the main line track of the New Orleans and Northeastern Railroad Company, and from said point of beginning run in a northwesterly direction 100 feet from the southwesterly boundary line of Scooba Street a distance of 433 feet, run thence in a southwesterly direction parallel with the northwesterly boundary line of the right of way of the main line track of the New Orleans and Northeastern Railroad Company a distance of 444 feet, more or less, run thence in a southeasterly direction at right angles to the

northwesterly boundary line of the right of way of the main line track of the New Orleans and Northeastern Railroad Company a distance of 433 feet to a point on the northwesterly boundary line of the said New Orleans and Northeastern Railroad Company right of way, and run thence in a northeasterly direction on and along the northwesterly boundary line of said New Orleans and Northeastern Railroad Company railroad right of way a distance of 444 feet to the point of beginning, the same containing 4.40 acres of land, more or less; and, in addition thereto,

A lot or parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows:

Beginning at a point where the Southwesterly boundary line of Scooba Street intersects the Southeasterly boundary line of Pine Street, as both streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi, and from said point run thence in a Southeasterly direction along the Southwesterly boundary line of Scooba Street a distance of 195 feet to the point of beginning of the property herein described; continue thence Southeasterly along the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence right and run in a Southwesterly direction along a line parallel with the Southeasterly boundary line of Pine Street a distance of 100 feet to a point; turn thence right and run Northwesterly along a line parallel with the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence to the right and run Northeasterly along a line parallel with the Southeasterly boundary line of Pine Street for a distance of 100 feet to the point of beginning.

LESS AND EXCEPT the following described parcel, to-wit:

A lot or parcel of land in Section 16, T-4-N, R-13-W, Forrest County, Mississippi, described as follows:

Beginning at a point where the Southwesterly boundary line of Scooba Street intersects the Southeasterly boundary line of Pine Street, as both streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi, and from said point run thence in a Southeasterly direction along the Southwesterly boundary line of Scooba Street a distance of 195 feet to the point of beginning of the property herein described; continue thence Southeasterly along the Southwesterly boundary line of Scooba Street for a distance of 149.7 feet to a point; turn thence right and run in a Southwesterly direction along a line parallel with the Southeasterly boundary line of Pine Street a distance of 102 feet to a point; turn thence right and run Northwesterly along a line

parallel with the Southwesterly boundary line of Scooba Street for a distance of 149.7 feet to a point; turn thence to the right and run Northeasterly along a line parallel with the Southeasterly boundary line of Pine Street for a distance of 102 feet to the point of beginning.

TRACT 30-20--COURTESY MOTORS, INC.

The remaining unexpired portion or term of a Sixteenth Section leasehold interest for a period of 99 years from and after July 7, 1947 and no longer, recorded in Book 96 at Page 470 and corrected by a lease recorded in Book 195 at Page 6 of the Land Deed Records of Forrest County, Mississippi, covering that portion of the SE 1/4 of NW 1/4 of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the point of intersection of the Southeasterly margin of West Pine Street (as extended) and the Southwesterly margin of Timothy Lane or West 62nd Street (as extended) and run Southeasterly and along the said Southwesterly margin of West 62nd Street (as extended) for 180 feet; thence run Southwesterly and parallel with West Pine Street (as extended) for 200 feet; thence run Northwesterly and parallel with West 62nd Street (as extended) for 180 feet; and thence run Northeasterly and along said Southeasterly margin of West Pine Street (as extended) for 200 feet to the Point of Beginning.

TRACT 30-14.01--RYAN SUPPLY COMPANY

A lot or parcel of land in Section 16, T-4-N, R-13-W, Forrest County, Mississippi, described as follows:

Beginning at a point where the Southwesterly boundary line of Scooba Street intersects the Southeasterly boundary line of Pine Street, as both streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi, and from said point run thence in a Southeasterly direction along the Southwesterly boundary line of Scooba Street a distance of 195 feet to the point of beginning of the property herein described; continue thence Southeasterly along the Southwesterly boundary line of Scooba Street for a distance of 149.7 feet to a point; turn thence right and run in a Southwesterly direction along a line parallel with the Southeasterly boundary line of Pine Street a distance of 102 feet to a point; turn thence right and run Northwesterly along a line parallel with the Southwesterly boundary line of Scooba Street for a distance of 149.7 feet to a point; turn thence to the right and run Northeasterly along a line parallel with the Southeasterly boundary line of Pine Street for a distance of 102 feet to the point of beginning.

TRACT 31-6--O.M.T. PROPERTIES, INC.

The remaining unexpired portion or term of a Sixteenth Section leasehold interest for a period of 99 years from and after July 7, 1947 and no longer, covering a part of the West half of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as follows: Commence at the point of intersection of the Southwesterly margin of West 62nd Street, (Timothy Lane), as platted, and the Northeasterly margin of Corinne Street (32nd Ave.) as platted and run S 45 degrees - 28' E and along a Southeasterly extension of said margin of West 62nd St., for 933 feet to a point on the Northeasterly Right of Way line of the N.O. & N.E. Railroad, thence run S 44 degrees - 32' W and along said Railroad Right of Way line for 610 feet to the point of beginning. From this point of Beginning run N 45 degrees - 28' W for 433 feet to a point on the Southeasterly margin of West Pine Street (as extended); thence run S 44 degrees - 32' W and along said margin of West Pine Street, as extended, for 303.7 feet to the beginning of a curve to the left of 2 degrees - 11' - 26"; then continue along said Southeasterly margin of said West Pine Street, being a curve to the left of 2 degrees - 11' - 26", for 196.3 feet; thence run S 45 degrees - 28' E for 424.5 feet to the Northeasterly Right of Way line of the N.O. & N.E. Railroad; thence run N 44 degrees - 32' E for 499.83 feet to the point of beginning.

Less and except that certain parcel contained therein which was previously conveyed by Ollie M. Thomas, by Warranty Deed to Area Development Partnership, Inc., filed and recorded on or about January 13, 1995, in the Chancery Clerk's office in Forrest County, Mississippi and which is more particularly described as follows:

Commence at the point of intersection of the Southwesterly margin of West 62nd Street (Timothy Lane), as platted, and the Northeasterly margin of Corinne Street (32nd Avenue) as platted and run S 45° 28' E and along a Southeasterly extension of said margin of West 62nd Street for 933 feet to a point on the Northeasterly right-of-way line of the Southern Railroad;

Thence run S 44° 32' W and along said railroad right-of-way-line for 794.18 feet to the point of beginning; from this point of beginning run N 45° 28' 10" W for 432.98 feet to a point on the Southeasterly margin of West Pine Street (as Extended);

Thence run S 44° 32' W and along said margin of West Pine Street, As Extended, for 119.52 feet to a point of curvature;

Thence in a Southwesterly direction along the said Southeasterly margin of West Pine Street and along a curve to the left having a radius of 2284.96 feet and an arc length of 196.21 feet;

Thence run S 45° 27' E for 424.56 feet to the Northeasterly right-of-way line of the said Southern Railroad;

Thence run N 44° 32' E along the said Northeasterly right-of-way of the Southern Railroad 315.64 feet to the point of beginning.

TRACT 30-13-RSCO REALTY CORPORATION

A lot or parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, which parcel of land contains 43,300 square feet and is particularly described as follows, to-wit:

Beginning at a point where the southwesterly boundary line of Scooba Street intersects the southeasterly boundary line of Pine Street, as both of said streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi; and from said point of beginning run thence in a southeasterly direction and along the southwesterly boundary line of Scooba Street a distance of 433 feet to a point; turn thence to the right and run in a southwesterly direction along a line parallel with the southeasterly boundary line of said Pine Street a distance of 100 feet to a point; turn thence to the right and run in a northwesterly direction and along a line parallel with the southwesterly boundary line of Scooba Street a distance of 433 feet to a point; turn thence to the right and run in a northeasterly direction and along the southeasterly boundary line of Pine Street a distance of 100 feet to the point of beginning; said parcel being further identified as a parcel of land located immediately south of the intersection of said Scooba Street and Pine Street and measuring 433 feet in a northwesterly-southeasterly direction, by 100 feet measured in a northeasterly-southwesterly direction, said property being further described and identified as fronting 100 feet on West Pine Street by 433 feet on Scooba Street, in the City of Hattiesburg, Forrest County, Mississippi.

LESS AND EXCEPT the following described parcel, to-wit:

A lot or parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows:

Beginning at a point where the Southwesterly boundary line of Scooba Street intersects the Southeasterly boundary line of Pine Street, as both streets are presently laid out, used and improved in the City of

Hattiesburg, Mississippi, and from said point run thence in a Southeasterly direction along the Southwesterly boundary line of Scooba Street a distance of 195 feet to the point of beginning of the property herein described; continue thence Southeasterly along the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence right and run in a Southwesterly direction along a line parallel with the Southeasterly boundary line of Pine Street a distance of 100 feet to a point; turn thence right and run Northwesterly along a line parallel with the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence to the right and run Northwesterly along a line parallel with the Southeasterly boundary line of Pine Street for a distance of 100 feet to the point of beginning.

TRACTS 30-10, PORTION 31-5--RSCO REALTY CORPORATION

The remaining unexpired portion or term of a Sixteenth Section leasehold interest for a period of 99 years from July 7, 1947, and no longer, covering that portion of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the point of intersection of the Northwesterly boundary line of West Pine Street (as the same has been extended) with the Southwesterly boundary line of West 62nd Street (as the same has been extended) and run thence in a Northwesterly direction on and along the said Southwesterly boundary line of West 62nd Street a distance of 400 feet to its point of intersection with the Southeasterly boundary line of 32nd Avenue, run thence in a Southwesterly direction on and along the Southeasterly boundary line of 32nd Avenue a distance of 871.2 feet, run thence in a Southeasterly direction at right angles to the last named course a distance of 400 feet to the Northwesterly boundary line of West Pine Street, and run thence in a Northeasterly direction along the Northwesterly boundary line of West Pine Street a distance of 871.2 feet to the point of beginning; the same containing 8 acres of land.

PORTION TRACT 31-5--RSCO REALTY CORPORATION

The remaining unexpired portion of term of a Sixteenth Section leasehold interest for a period of 99 years from July 7, 1947, and no longer, covering that portion of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at the point of intersection of the Southeasterly boundary line of West 62nd Street (as extended) with the Northwesterly boundary line of West Pine Street (as extended) and run thence in a Southwesterly direction along the said Northwesterly boundary line of West Pine Street a distance of 871.2 feet to the point of beginning, and from said point of beginning continue in a Southwesterly direction along the said Northwesterly boundary line of

West Pine Street a distance of 922.1 feet, run thence North 54 degrees 08 minutes West, being at right angles to the last named course, for a distance of 272.4 feet to a concrete monument on the Westerly bank of Gordon's Creek, run thence North 02 degrees 47 minutes East and along the said Westerly bank of Gordon's Creek for a distance of 143 feet, run thence North 04 degrees 07 minutes East and along said Westerly bank of Gordon's Creek for a distance of 212.3 feet to the point of intersection with the Southeasterly boundary line of 32nd Avenue or Corinne Street, run thence in a Northeasterly direction and along the said Southeasterly boundary line of 32nd Avenue or Corrine Street for a distance of 687.8 feet and run thence at right angles to the last named course in a Southeasterly direction and parallel with the said Southwesterly boundary line of West 62nd Street a distance of 400 feet to the point of beginning; the same containing 8.85 acres of land.

TRACTS 30-12 & 30-12.01--STEADMAN PROPERTIES, INC.

Beginning at the intersection of the Northeasterly line of West 62nd Street (Timothy Lane) and the Northwesterly line of West Pine Street, thence run Northeasterly along West Pine Street for 260 feet, thence Northwesterly 210 feet, thence Northeasterly 50 feet, thence Northwesterly 190 feet, thence Southwesterly 160 feet, thence Southeasterly 200 feet, thence Southwesterly 150 feet, thence Southeasterly 200 feet, to point of beginning, being located in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi.

TRACT 31-8.02--ROBERT J. AND RANDA D. TOUCHSTONE

A parcel of land in the Southwest $\frac{1}{4}$ of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as commencing at the point of intersection of the Northwesterly Right-of-Way line of the New Orleans and Northeastern Railroad and the Northeasterly Right-of-Way line of U. S. Highway No. 49; thence North 44°32' East and along the said Railroad Right-of-Way line for 995.3 feet; thence North 45°28' West 267.8 feet to the Southeasterly margin of West Pine Street (as extended); thence North 35°54' East and along the Southeasterly margin of said West Pine Street 660 feet to the Point of Beginning; thence continue North 35°54' East and along the Southeasterly margin of said West Pine Street for 150 feet; thence South 45°37' East 390.91 feet to the Northwesterly Right-of-Way line of the above said railroad; thence Southwesterly and along the Northwesterly Right-of-Way line of the above said railroad 148.36 feet; thence North 45°37' West 367.9 feet to the Point of Beginning.

AND

A parcel of land in the Southwest $\frac{1}{4}$ of Section 16, Township 4 North, Range 13 West, Forrest County, MS, and more particularly described as commencing at the point of intersection of the Northwestern Right-of-Way line of the New Orleans and Northeastern railroad and the Northeasterly Right-of-Way line of U. S. Highway No. 49; thence North 44 degrees 32 minutes East and along the said Railroad Right-of-Way for 995.3 feet; thence North 45 degrees 28 minutes West 267.8 feet to the Southeasterly margin of West Pine Street (as extended); thence North 35 degrees 54 minutes East and along the Southeasterly margin of said West Pine Street 645 feet to the Point of Beginning; thence continue North 35 degrees 54 minutes East and along the Southeasterly margin of said West Pine Street for 15 feet; thence South 45 degrees 37 minutes East 367.9 feet to the Northwestern Right-of-Way line of the above said Railroad; thence Southwesterly and along the Northwestern Right-of-Way line of the above said Railroad 14.84 feet; thence North 45 degrees 37 minutes West 365.6 feet to the Point of Beginning.

TRACT 30-19--DOROTHY C. YARBOROUGH

The remaining unexpired portion or term of a Sixteenth Section leasehold interest for a period of 99 years from July 7, 1947, and no longer, covering that portion of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at the point of intersection of the Southwesterly right of way line of West 62nd Street (as the same has been extended) and the Southeasterly right of way line of West Pine Street (as the same has been extended) and run thence in a Southwesterly direction on and along the said Southeasterly right of way line of West Pine Street a distance of 200 feet to the point of beginning, and from said point of beginning continue Southwesterly along the said Southeasterly right of way line of West Pine Street a distance of 100 feet, thence run in a Southeasterly direction parallel with said West 62nd Street a distance of 150 feet, thence run in a Northeasterly direction and parallel with said West Pine Street a distance of 100 feet and thence run Northwesterly and parallel with said West 62nd Street a distance of 150 feet to the point of beginning.

**FORMER 50 FOOT RAILROAD ROW REVERTING TO SCHOOL
DISTRICT BY MUTUAL RELEASE DATED 11/1/83, RECORDED
12/13/83, DEED BOOK 533, PAGE 38, CHANCERY COURT RECORDS
OF FORREST COUNTY, MISSISSIPPI:**

A part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, a part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and a part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, in Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as commencing at the Intersection of the Northwestern Right of Way Line of the New Orleans and Northeastern Railroad and the Northeastern Right of Way Line of U. S. Highway No. 49, thence run N44°45'56"E along the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 1142.64 feet to the Point of Beginning: thence run N44°39'40"E along the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 490.73 feet, thence run N44°48'41"E along the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 162.82 feet, thence run N44°49'10"E along the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 1983.15 feet to the Point of Intersection of the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad and the Southwestern Right of Way Line of Scooba Street, thence run S45°28'53"E along the extension of the said Southwestern Right of Way Line of Scooba Street for 50.00 feet, thence run S44°49'10"W and parallel to the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 1983.41 feet, thence run S44°48'41"W and parallel to the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 162.75 feet, thence run S44°39'40"W and parallel to the said Northwestern Right of Way Line of the New Orleans and Northeastern Railroad for 490.71 feet, thence run N45°15'08"W for 50.00 feet to the Point of Beginning, comprising 3.03 Acres, more or less.

Prepared By:

ROBERT WILLIAMS

301 MAMIE STREET

HATTIESBURG,
MS 39401

(601) 582-4850

Return To:

CITY OF HATTIESBURG MAYOR TOBY BARKER MAYOR
TOBY BARKER

POST OFFICE BOX 1898

HATTIESBURG, MS 39403

(601) 545-4501

STATE OF MISSISSIPPI
COUNTY OF FORREST

COMMERCIAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE
AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 13th
day of August, 2019 by and between the LESSOR,

HATTIESBURG MUN SCHOOL DISTRICT

301 MAMIE STREET

HATTIESBURG, MS 39401

(601) 582-4850

and LESSEE,

CITY OF HATTIESBURG MAYOR TOBY BARKER MAYOR
TOBY BARKER

POST OFFICE BOX 1898

HATTIESBURG, MS 39403

(601) 545-4501

INDEXING INSTRUCTIONS:

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, as recorded in Minute Book _____, Page _____, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 4N Range 13W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for Forty (40) years, beginning on the 13th day of August, 2019, and terminating on the 13th day of August, 2059 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be August 13th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional or "secondary term" of twenty-five (25) years from, _____, 2____, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term. LESSEE shall exercise said option to renew for the secondary term of twenty-five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of Nine Thousand Six Hundred and Twelve dollars and Fifty cents (\$ 9612.50) for the first year of this lease which shall be due at the time of approval by the Board of Education. Subsequent payment of annual rent shall be due on or before the anniversary date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted annually pursuant to the rent adjustment clause contained in Paragraph 3 of this Lease Agreement. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in

effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. LESSOR shall, at the end of each year of the lease term, adjust the annual rent by the increase in the Consumer Price Index-All Urban Consumers ("CPI"), and thereafter notify LESSEE of the annual rent for the ensuing lease year.

- a. LESSOR shall calculate the amount of the rent adjusted by the CPI and notify LESSEE, and the rent for the ensuing lease year shall be fixed as adjusted by the CPI. Said rental amount shall be calculated by multiplying the last effective annual rent for the then ending lease year by a fraction, having as its numerator the monthly CPI index number for the first calendar month of the ensuing lease year, and as its denominator the monthly CPI index number for the first calendar month of the then ending lease year. However, in no event shall the adjusted annual rent for any one (1) year period of the lease term be less than the rental amount for the previous lease year.
- b. If for any reason the rent adjustment calculation is not completed or LESSOR has not notified LESSEE of the rent adjustment for the ensuing lease before the Anniversary Date, LESSOR and LESSEE agree that the interim annual rent pending completion of the calculation of the rent adjustment shall be equal to the annual rent in effect as of the close of the then ending lease year. LESSEE agrees to pay the interim annual rent by the annual rent due date. If the annual rent for the ensuing lease year increases as a result of the adjustment procedure set forth in Subpart (a) and (b) of Paragraph 3 of this Lease Agreement, then LESSEE shall pay to LESSOR such excess within ten (10) days of receiving notice of such increase.
- c. This annual adjustment shall satisfy the rent adjustment required "not less than once every ten (10) years" under Miss. Code Ann. §29-3-69 (1972) as amended. The method of rental adjustment utilized herein is for the purpose of facilitating stable operation of the commercial operation on the Premises.

In the event the rent adjustment section of paragraph 3 of this Lease Agreement shall be declared inadequate for any reason by a court of competent jurisdiction, such declaration shall not affect or be construed to affect the validity of this Lease Agreement, and the Lease Agreement shall continue in full force and effect and be binding on the parties, subject only to the establishment of a rental adjustment section that, in the opinion of the appropriate court having jurisdiction, meets the requirements of Miss. Code Ann. §29-3-63 and §29-3-69 (1972) presently in effect.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments.

During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or

assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon said premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time.

As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the leased property and all LESSOR-owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR-owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the Leased Premises shall be accomplished so as to leave said the Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within thirty (30) days of LESSOR'S possession. LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

7. Curing Default. Notwithstanding any DEFAULT provisions of this Lease Agreement, any present or future holder of a mortgage or deed of trust securing money loaned on facilities located on the Leased Premises shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in said property and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on the Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

9. Regulatory Compliance. LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the Leased Premises and/or obligations under this instrument. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Agreement. Notwithstanding the requirements of this paragraph LESSEE:

- a. Except as modified by paragraph 22 below, LESSEE will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by any present or future laws or regulations of any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.
- b. Shall keep and maintain the Leased Premises in compliance with and shall not cause or permit the Leased Premises to be in violation of any environment laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous, and non-hazardous.
- c. Shall give prompt written notice to LESSOR and the Secretary of State of:
 1. Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the leased premises or the migration thereof from or to other property;
 2. All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or

- the migration thereof from or to other property; or
3. LESSEE'S discovery of any occurrence or condition that would cause the leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. Environmental Accidents. LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR and the Secretary of State at the addresses provided in this instrument. LESSEE shall also furnish LESSOR and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR, with those duties belonging exclusively to LESSEE.

11. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after sixty (60) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

12. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be sent.

To LESSOR:
16th Section Manager

MICHAEL BATTLE
301 MAMIE STREET
HATTIESBURG, MS 39401
(601) 582-4850

To SECRETARY OF STATE:
Mississippi Secretary of State's Office, Public Lands Division
Attn: 16th Section Lands
Post Office Box 136
Jackson, Mississippi 39205-0136
(601)-359-1350

To LESSEE:

CITY OF HATTIESBURG MAYOR TOBY BARKER MAYOR
TOBY BARKER
POST OFFICE BOX 1898
HATTIESBURG, MS 39403

13. Insurance. LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) (and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excess limit of liability of one million dollars (\$1,000,000.00)) for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance (or self-insurance for LESSEE'S members, if applicable) to LESSOR, shall keep this insurance (or self-insurance for LESSEE'S members, if applicable) in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company (or if the self-insurance for LESSEE'S members is managed by another company, if applicable). The amount of this instrument shall be adjusted for inflation every ten years on each tenth anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

14. Indemnification. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omissions of LESSEE in connection with its presence on or any use of the Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss or claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

15. Mortgage Transactions. The preceding restrictions on assignments of this lease shall not apply to and no prior approval of LESSOR shall be required for (i) a mortgage of the leasehold estate (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide LESSOR with a copy of the assignment.

No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of LESSEE'S obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not

diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this lease or in any mortgage shall release LESSEE from the full and faithful performance of LESSEE'S obligations under this lease or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

16. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities described above, and shall not, in any event, commit waste or allow waste to be committed.

17. Quiet Possession. LESSEE shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with the terms of this agreement.

18. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

19. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

20. Classification/Use. The lands herein have been classified as Commercial in accordance with §29-3-31 et seq. Miss. Code Ann. (1972) as amended. LESSOR warrants that the Leased Premises shall be permitted to be used as a for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR. LESSEE shall not use the Leased Premises for any of the following purposes: Activities that are considered hazardous including, but not limited to, demolition or the storage or use of dangerous substances; any activity considered to be a nuisance; any activity that is unlawful or immoral; or any activity which at the discretion of the LESSOR and the Secretary of State is inappropriate upon Sixteenth Section Land.

21. Successors. To the extent assignment of this Lease Agreement is allowed by the above provisions this Lease Agreement shall be binding upon LESSEE'S successors and assigns.

22. General Duties of LESSEE. LESSEE agrees:

- a. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons;
- b. To allow inspection of the Leased Premises during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity;
- c. To perform all obligations herein expressed in a prompt fashion, without notice or demand;
- d. To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified;
- e. To provide LESSOR, at each Anniversary Date, written certification by LESSEE or an officer of LESSEE of compliance with the provisions of this lease; and
- f. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

23. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said lease property, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

24. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

25. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

26. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

27. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

28. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of FORREST County, Mississippi.

29. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

30. Supervisory Right. Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

31. Additional Provisions. This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE."

32. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B." If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2____.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

APPROVED:

School District

County Board of Supervisors

Superintendent:

President:

Board President:

Secretary of State:

C. Delbert Hosemann, Jr.

LESSEE:

Printed Name:

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this 13th day of August, 2019, within my jurisdiction, the within named Robert L. Williams, Superintendent of Schools and Delores McNair, school board President of the Hattiesburg Public School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the Hattiesburg Public School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.


Printed Name: Kimberly Nelms
(Notary Public)
My Commission Expires: Dec. 22, 2021



(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me the undersigned authority in and for the said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the President of the Board of Supervisors of _____ County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Printed Name: _____
(Notary Public)
My Commission Expires: _____

(Affix official seal, if applicable)

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged that he / she executed the above and foregoing instrument.

Printed Name: _____

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: _____

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

2-038D-16-033

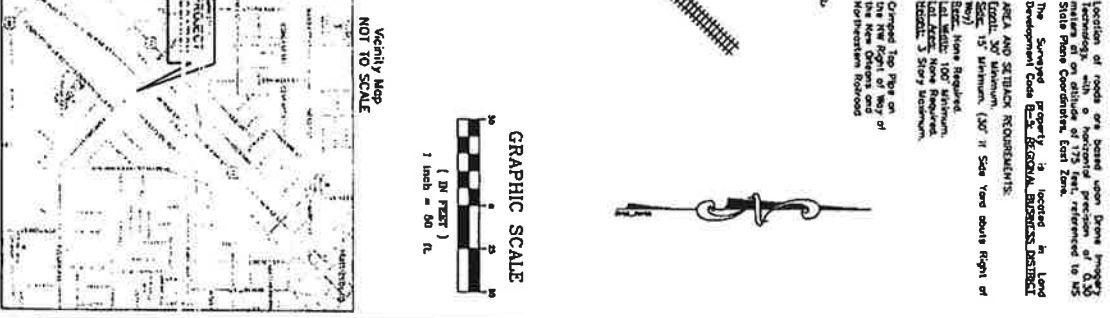
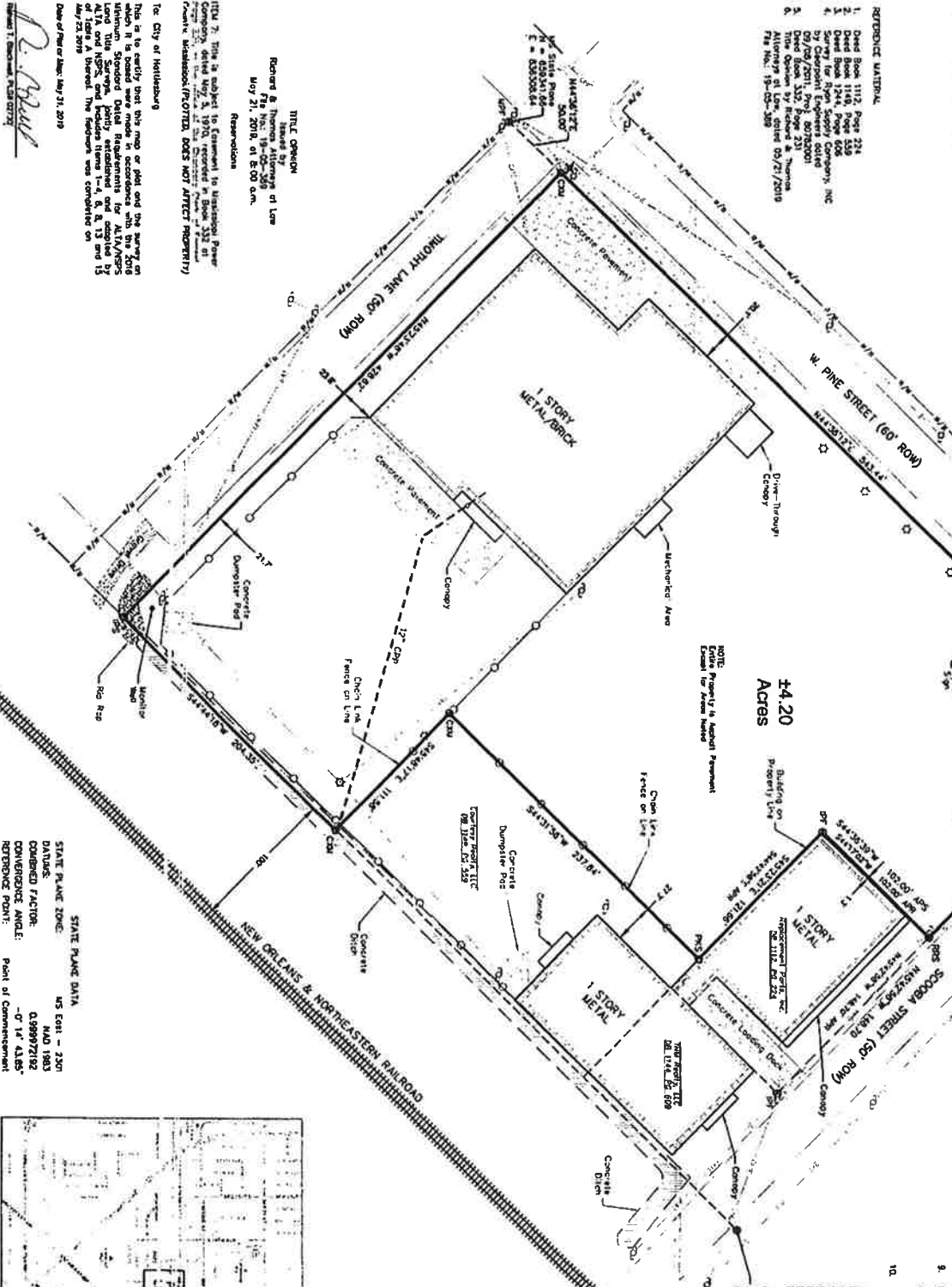
EXHIBIT A.2



LOCAL DESSIGNATION
A parcel of land located in Section 16, Township 4 North, Range 13 West,
Forest County, Mississippi, being bearings based upon Grid North and being
more particularly described as follows:

Commence at the intersection of the southeast right-of-way of Scooba Street
and the southeast right-of-way of West Pine Street as currently laid out and
used in the City of Hattiesburg, Mississippi; thence run South 45 degrees 23
minutes 21 seconds East along the southeast right-of-way of Scooba Street for
353.58 feet to a rounded spike on the boundary of the property owned in
Forest County, Mississippi; thence run South 44 degrees 36 minutes 39 seconds
West for 102.00 feet to an iron pin found; thence run South 45 degrees 23
minutes 21 seconds East for 121.65 feet to a "T" nail set; thence leaving the
boundary of property, described in said Deed Book and Page, run for 212.84
degrees 31 minutes 11 seconds East for 111.58 feet to a Chisel "X" mark in concrete
on the northeast right-of-way of the New Orleans and Northeastern Railroad;
thence run South 44 degrees 44 minutes 18 seconds East and right-of-way for
104.35 feet to an iron pin set on the northeast right-of-way of the said
right-of-way for 426.62 feet to a chisel "X" mark in concrete on the
southeast right-of-way of W. Pine Street; thence run North 44 degrees 25
minutes 12 seconds East along said right-of-way for 543.44 feet back to the
Point of Beginning. Said parcel contains 4.20 acres more or less.

REFERENCE MATERIAL:
1. Deed Book 1112, Page 234
2. Deed Book 1143, Page 539
3. Deed Book 1244, Page 606
4. Survey for Hattiesburg, Mississippi, Inc.
5. City of Hattiesburg, Mississippi, Ordinance
6. Deed Book 332, Page 231
7. Deed Book 332, Page 231
8. Attorney at Law, dated 09/27/2010
File No. 15-02-389



ALTA/NSPS
LAND TITLE SURVEY

Courtesy Realty LLC
1410 W. Pine Street
Hattiesburg, Mississippi

PREPARED FOR
City of Hattiesburg

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com

PROJECT NO.
S1

Drawn by: J. L. J.

LEGEND

- MONUMENT SET
- IRON PIN SET
- IRON PIN FOUND
- CHISEL TOP POST
- CHISEL X MARK
- AS PER SURVEY
- AS PER RECORD
- RAILROAD SPUR
- SECURITY LIGHT
- FIRE HYDRANT
- OVERHEAD POWER LINE
- CHAIN LINK FENCE
- BOUNDARY THE LINE
- SUBJECT PROPERTY LINE
- POINT OF BEGINNING

NOTES

- Class "B" Survey
- Date of field survey: May 23, 2010
- No record search of easements was conducted.
- As property corners are 1/2" x 1/8" round with cap unless noted otherwise.
- Area of Subject Property = 4.20 Acres
- North is based upon GPS observation, referenced to Hattiesburg State Plane Coordinate, East Zone.
- The surveyed property is located in Flood Zone "X" according to the Flood Insurance Rate Map (FIRM) effective date of 06/01/12, 2010.
- The location of utilities are limited to those shown on the Hattiesburg City Engineering Department's utility map, which are not shown on this survey. Exceptions include but are not limited to: water, gas, sewer, and electric. The surveyor is not responsible for locating utilities not shown on the utility map or for connecting with existing utilities.
- Location of roads are based upon Drive Project technology with a horizontal precision of 0.30 meters at an altitude of 175 feet, referenced to US State Plane Coordinate, East Zone.
- The surveyed property is located in Land Development Code Book, REGIONAL DISTRICT AREA AND SETBACK REQUIREMENTS:
LOCAL: 30 Minimum;
DISTRICT: 15 Minimum; (Set if Set back down Right of Way)
LOCAL: 100 Minimum;
DISTRICT: 100 Minimum;
LOCAL: 100 Minimum;
DISTRICT: 100 Minimum;
LOCAL: 100 Minimum;
DISTRICT: 100 Minimum
- Compared Top Peg on the NE Right of Way of the New Orleans and Northeastern Railroad

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

STATE PLANE DATA
US East - 3201
NAD 83
0.89972162
CONVERSION FACTOR:
-0.14 4385
Point of Commencement

DATE
May 23, 2010

FILED
FILED 73882005.dwg
FILED FROM: 73882001
SCALE: 1" = 80'
SURVEYED: May 23, 2010
SURVEYED BY: R. Aulman
DRAWN BY: J. Smith

EXHIBIT "B": ADDITIONAL PROVISIONS

None



STATE OF MISSISSIPPI

PHIL BRYANT
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY C. RIKARD, EXECUTIVE DIRECTOR

Via e-mail randypope@popelaw.com and Regular U.S. Mail

July 26, 2019

Randy Pope, III
Pope & Pope, P.A.
P.O. Box 17527
Hattiesburg, MS 39404-7527

Re: Gulf States Creosote Plant property succeeded by Kerr-McGee/Tronox and
Greenfield Environmental Trust, LLC - City of Hattiesburg's proposed purchase of the
old Courtesy Ford property - 1410 West Pine Street, Hattiesburg, Forrest County, MS

Dear Randy:

In response to your e-mails dated July 2 and 17, 2019, the Mississippi Department of Environmental Quality ("MDEQ") has no objection to the City of Hattiesburg purchasing the old Courtesy Ford property which is part of the Gulf States Creosote contaminated property subject to the following conditions:

1. The City of Hattiesburg shall comply with Notice of Use Restrictions dated January 29, 2003 (which are enclosed);
2. The City of Hattiesburg shall utilize the property for police car/equipment maintenance, government offices and associated activities as proposed;
3. The City of Hattiesburg shall utilize good housekeeping measures and not exacerbate the existing contamination at the old Courtesy Ford site;
4. The City of Hattiesburg shall not remove any asphalt or concrete and not dig or impact subsurface soils;
5. The City of Hattiesburg shall not damage or destroy the existing monitoring wells onsite; and,
6. The City of Hattiesburg shall allow representatives of MDEQ and the Environmental Protection Agency access to the site and for the annual sampling of the monitoring wells.

For informational purposes, I have carbon-copied representatives of the Secretary of State, the Hattiesburg School Board and Greenfield Environmental Trust, LLC.

LEGAL DIVISION

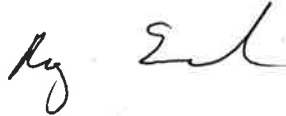
Randy Pope, III

July 26, 2019

Page 2

If you have any questions related to this correspondence, please call me at (601) 961-5260.

Very truly yours,

A handwritten signature in black ink, appearing to read "Roy Furrh".

Roy Furrh
General Counsel

Enclosures

Cc: William G. Cheney, Esq., Secretary of State
✓ Dr. Michael Battle, Hattiesburg Public School District
Mike Ainsworth, Land Management Services
Lauri Gorton, Greenfield Environmental Trust, LLC
Lynn Chambers, MDEQ
Robert Huckaby, MDEQ

January 28, 2003

Via Facsimile and US Mail

Roy Furrh
Senior Attorney
Mississippi Department of Environmental Quality
P.O. Box 20305
Jackson, MS 39289-1305
Facsimile: 601-961-5349

Re: Gulf States Creosoting Site
Hattiesburg, MS
Our File No. 298-240

Dear Mr. Furrh:

Kerr-McGee Chemical LLC, successor in interest to Kerr-McGee Chemical Corporation ("Kerr-McGee") is entering into an Agreed Order with the Mississippi Commission on Environmental Quality ("Commission"), acting through the staff and Executive Director of the Mississippi Department of Environmental Quality ("MDEQ") for the referenced Gulf States Creosoting Company Site in Hattiesburg, Mississippi ("the Site"). In connection with the Agreed Order, Kerr-McGee is also settling with various parties as owners or lessees of the lands affected by the Site and Use Restrictions will be imposed on the portions of the Site owned and/or leased by those parties. The Agreed Order requires Kerr-McGee to implement work plans, including one entitled "Final Remedial Action Work Plan, former Gulf States Creosoting Site," (hereinafter referred to as "RAWP"). The RAWP requires that use restrictions be imposed on lands adjacent to the Site or near the Site where Tier I Target Remediation Goals have been exceeded and those lands are not covered by the Use Restrictions to be attached to the Agreed Order. By this correspondence, Kerr-McGee commits to MDEQ that it will approach the relevant parties and request such parties to agree to imposition of use restrictions acceptable to MDEQ for (1) lands within the right-of-way of the Norfolk Southern Railroad adjacent to the former process area and all as more particularly described in the RAWP Section 5.3; and, (2) lands currently leased by Gulf Development, Inc. and located immediately across Scooba Street from the former process area, with specific reference to Figure 2-12 of the RAWP, sample locations GEO-59, 60, 64 and 65. If Kerr-McGee is unable to obtain these use restrictions to leave affected soils in place, Kerr-McGee will make a reasonable attempt to obtain permission from the above referenced parties to conduct soil removal activities. If Kerr-McGee is unable to obtain use restrictions or not allowed to conduct soil removal activities as provided above, Kerr-

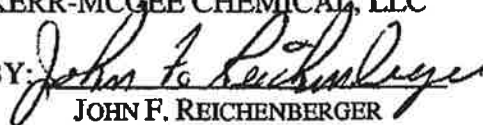
To: Roy Furth, MDEQ
January 28, 2003
Page 2

McGee will notify MDEQ for assistance in gaining approval for such use restrictions or soil removal activities.

Sincerely,

KERR-MCGEE CHEMICAL, LLC

BY:



JOHN F. REICHENBERGER

TITLE: Vice President and Assistant Secretary

P.O. Box 25861

Oklahoma City, OK 73125

STATE OF MISSISSIPPI

COUNTY OF FORREST

NOTICE OF USE RESTRICTIONS

Reference is hereby made for all purposes to those lands located in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, which are more fully described on Exhibit "A" attached hereto and made a part hereof ("the Lands");

WHEREAS, the Lands are the site of a former creosoting facility known as the Gulf States Creosoting Site ("the Site");

WHEREAS, the Site is subject to a Remedial Action Plan on file with the Mississippi Department of Environmental Quality ("MDEQ") and attached hereto as Exhibit "B" ("Remedial Action Plan"), to a Settlement Agreement executed in connection with the consolidated matters styled, RSCO Realty Corporation versus Kerr-McGee Chemical Corporation, et al., Civil Action No. 2:96CV323 PC; O.M.T. Properties, Inc. versus Kerr-McGee Chemical Corporation, et al., Civil Action No. 2:96cv356 PG; Gary Martin and James Kirkley Martin versus Kerr McGee Chemical Corporation, et al., Civil Action No. 2:96cv357 PG; Steadman Properties, Inc. versus Kerr-McGee Chemical Corporation, et al., Civil Action No. 2:96cv394 PG; and, Hattiesburg Beverage Co., Inc. versus Kerr-McGee Chemical Corporation, et al., Civil Action No. 2:98cv238 PG, United States District Court, Southern District of Mississippi, Hattiesburg Division ("Settlement"); and, to an Agreed Order between MDEQ and Kerr-McGee Chemical LLC, successor in interest to Kerr-McGee Chemical Corporation ("Kerr-McGee");

WHEREAS, certain restrictions must be placed on the Lands in order to comply with the Remedial Action Plan, the Settlement and the Agreed Order;

WHEREAS, Kerr-McGee is obligated under the Remedial Action Plan, the Settlement and the Agreed Order to perform the remedy on the Lands,

WHEREAS, the Lands are currently owned by the State of Mississippi in trust for the benefit of the Hattiesburg Municipal Separate School District ("School District");

WHEREAS, the School District administers the Lands;

NOW THEREFORE, in order to effectuate the purposes of the Remedial Action Plan, the Settlement and the Agreed Order, the following use restrictions and conditions are hereby placed on the Lands:

- i. The Lands, which are sixteenth section lands, are currently classified as "commercial" pursuant to Miss. Code Ann. § 29-3-33. Unless there is a change of condition whereby the Lands become environmentally suitable for any use other than "commercial," the Lands must be used only for commercial purposes, including but not limited to wholesale or retail business, financial institutions, professional offices and clinics, service trades and occupations, privately owned public utilities, and similar businesses. Before the School District determines that the Lands, or any portion thereof, are environmentally suitable for any use other than "commercial," the School District must make an express finding of fact spread upon its official minutes that the Lands are environmentally suitable for a use other than "commercial" and the School District must first obtain the approval in writing of Kerr-McGee, MDEQ and the Secretary of State of Mississippi ("MSOS") to make such finding of fact. Kerr-McGee will agree if the request is approved by MDEQ and MSOS and if and only if the change in use will not result in the imposition of any additional obligations on Kerr-McGee. Notwithstanding the foregoing, in no event shall the use of the Lands be reclassified to residential or recreational use, which includes, but is not limited to, an area used primarily for dwelling purposes, containing residential housing units, apartment complexes, condominiums, townhouses, single family homes, and open areas including, but not limited to, playgrounds, parks, and ball fields.
- ii. The Lands are presently zoned under applicable zoning laws and regulations as B-5, commercial, and the School District must not re-zone or cooperate with the City of Hattiesburg to re-zone the Lands, or any portion thereof, unless the School District makes a finding of fact spread upon its official minutes that there has

been a change in condition whereby the Lands have become environmentally suitable for a different zoning classification. Before the School District determines that the Lands are environmentally suitable for any zoning other than B-5, commercial, or its equivalent, the School District must make an express finding of fact spread upon its official minutes that the Lands, or any portion thereof, are environmentally suitable for a different zoning and the School District must first obtain the approval in writing of Kerr-McGee, MDEQ and MSOS to make such finding of fact. Kerr-McGee will agree if the request is approved by MDEQ and MSOS and if and only if the change in zoning will not result in the imposition of any additional obligations on Kerr-McGee. Notwithstanding the foregoing, in no event shall the zoning of the Lands be changed to allow for residential and/or recreational use of the Lands. Residential and/or recreational use includes, but is not limited to, an area used primarily for dwelling purposes, containing residential housing units, apartment complexes, condominiums, townhouses, single family homes, and open areas including, but not limited to, playgrounds, parks, and ball fields.

- iii. In addition to the above, the following activities are prohibited on the Lands unless prior written approval has been obtained from Kerr-McGee, MDEQ and MSOS: (1) excavating or grading of the land surface, or penetrating the cover or cap on that portion of the Lands where a cover or cap has been or will be placed or where an existing building operates as a cap as depicted on the Figure attached hereto as Exhibit "C"; (2) filling on the covered or capped area as depicted on the Figure attached hereto as Exhibit "C"; (3) construction, installation, renovation, expansion or removal of a building, pipe, road or any other structure with a foundation that would sit on or be placed within the cover or cap or of a building with a foundation that operates as a cap as depicted on the Figure attached hereto as Exhibit "C"; (4) plowing for agricultural cultivation; (5) extraction of

groundwater for consumption or any other purpose other than groundwater monitoring or remediation; (6) any activity that does not comply with any Health and Safety Plan developed for the Site, including but not limited to the Health and Safety Plan attached hereto as Exhibit "D"; (7) drilling, utility work or any other activities that could create exposure to contaminated media within the areas included in Exhibit "C"; and, (8) any activity that may damage any remedial action component or interfere with or impair the effectiveness of the work performed under the Remedial Action Plan. Approval for any of the above activities shall not be unreasonably withheld; however, Kerr-McGee shall have no obligation to approve any of the above activities unless the School District and/or the respective Lessee agrees to pay all costs associated with the activities for which approval is requested including but not limited to any and all costs of disposal of any materials to be removed or excavated and any and all other costs of any environmental compliance required to conduct the activities. A copy of this Notice of Use Restrictions shall be filed with the Engineer of the City of Hattiesburg so that notice of the restrictions contained in this paragraph will be provided to any and all parties seeking a permit from the City Engineer to conduct any activities on the Lands and to inform such parties that no activities shall be conducted on the Lands without first obtaining the written consent of Kerr-McGee and MDEQ and MSOS. Kerr-McGee will agree if the request to conduct activities hereunder is approved by MDEQ and MSOS and if and only if the requested activities will not result in the imposition of any additional obligations on Kerr-McGee. The School District or any Lessee may request that MDEQ and MSOS issue a determination that one or more of the restrictions contained in this paragraph is no longer required. The School District or Lessee shall provide prior written notice of its intent to seek such a determination to Kerr-McGee. Upon receipt of said notice, MDEQ and MSOS shall determine whether all or any of the

restrictions contained in this paragraph can be extinguished. If MDEQ and MSOS determine that all or any of the restrictions contained in this paragraph can be extinguished, an affidavit attached to a copy of the written determination of MDEQ and MSOS may be recorded by the School District to give notice that the respective restriction(s) are no longer binding. Notwithstanding the foregoing, release or relinquishment of any of the restrictions contained in this paragraph shall not be effective without the prior written consent of Kerr-McGee, which shall not be unreasonably withheld. In no event shall Kerr-McGee be responsible for any costs associated with release or relinquishment of any of the restrictions contained in this paragraph including but not limited to any environmental compliance costs associated with said release or relinquishment.

- iv. MDEQ shall receive notice prior to any activities being conducted that would impact the Remedial Action Plan.
- v. If the School District sells, conveys, transfers, or in any way disposes of the Lands, voluntarily or involuntarily, pursuant to Miss. Code Ann. §§ 29-3-27, 29-3-29 or 29-3-91 or any other statute either now enacted or that may be enacted in the future, the School District must include in the deed or instrument of conveyance all of the covenants contained in (i) through (iv), above, and expressly state that these covenants run with the land and therefore burden and benefit the parties' heirs and assigns.
- vi. These covenants run with the land and burden and benefit the parties' heirs and assigns.
- vii. The School District and the Secretary of State, State of Mississippi as the statutory supervisory trustee of the 16th Section Public School Trust Lands enter this Notice of Use Restrictions after adoption of the attached resolutions approving and adopting these covenants and the other terms and conditions of the settlement and acknowledging their intent and legal obligation to comply with the

covenants set out above and shall promptly file this Notice of Use Restrictions in the land records of the Chancery Clerk of Forrest County, Mississippi.

Witness the signatures of the Hattiesburg Municipal Separate School District and the Secretary of State, State of Mississippi as the statutory supervisory trustee of the 16th Section Public School Trust Lands by their duly authorized officers, and the signature of Kerr-McGee Chemical LLC, a limited liability company, to be effective this the 29th day of January, 2003.

Executed by Hattiesburg Municipal
Separate School District as of

January 29, 2003

HATTIESBURG MUNICIPAL
SEPARATE SCHOOL DISTRICT

By: [Signature]

PRESIDENT
SCHOOL BOARD

By: [Signature]

SUPERINTENDENT
OF SCHOOLS

ATTEST:

[Signature]
SECRETARY

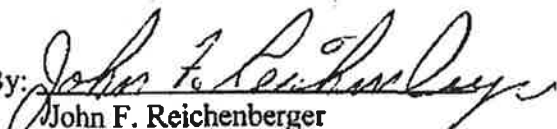
SECRETARY OF STATE
STATE OF MISSISSIPPI

By: [Signature]

ATTEST:

[Signature]
SECRETARY

KERR-MCGEE CHEMICAL LLC

By: 
John F. Reichenberger

Title: Vice President and Assistant Secretary

STATE OF MISSISSIPPI

COUNTY OF FORREST

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named JAMES R. DAVIS and SAM H. BUCHANAN who acknowledged that they are School Board President and Superintendent of Schools respectively, of Hattiesburg Municipal Separate School District, Forrest County, Mississippi, and that for and on behalf of Hattiesburg Municipal Separate School District, and after being duly authorized by said Hattiesburg Municipal Separate School District to do so, they executed, signed and delivered the foregoing Notice of Use Restrictions on the day and year therein mentioned and for the purposes therein expressed.

Given under my hand and official seal of office, this the 28th day of January, 2003.

Bonnie Maile Hill
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 12, 2005
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 28th day of January, 2003, within my jurisdiction, the within named, GERALD McWHORTER, who acknowledged that he is Assistant Secretary of State for Public Lands of the State of Mississippi and that in said representative capacity he executed the above and forgoing instrument for and on behalf of the State of Mississippi, after first having been duly authorized so to do.

<<SEAL>>

Joanne Ashley Adams
NOTARY PUBLIC

My Commission Expires:

January 10, 2004
Notary Public for the State of Mississippi & Gerald, Inc.

STATE OF OKLAHOMA

COUNTY OF Oklahoma

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named John F. Reichenberger, who acknowledged that he is Vice President and Assistant Secretary of Kerr-McGee Chemical LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and after being duly authorized by said corporation to do so, he executed, signed and delivered the foregoing Notice of Use Restrictions on the day and year therein mentioned and for the purposes therein expressed.

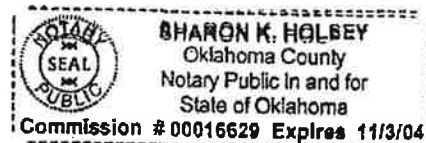
Given under my hand and official seal of office this the 24th day of January, 2003.

Sharon K. Holbey
NOTARY PUBLIC

MY COMMISSION EXPIRES: November 3, 2004

INDEXING INSTRUCTIONS

Section 16, Township 4 North, Range 13 West
1/4 of the 1/4
Forrest County, Mississippi



STATE OF MISSISSIPPI
COUNTY OF FORREST

I, Jimmy C. Havard, Chancery Clerk of Forrest County,
do hereby certify that the foregoing is a true and correct copy of

Use of Restrictions
as the same appears on record in my office in Book 902
page 400

Given under my hand and official seal on this the 29
day of January, 2003.

JIMMY C. HAVARD, Chancery Clerk

By: Diane L. Zachary PC

Exhibit "A"--The Lands

TRACT 30-15--THE CORR-WILLIAMS COMPANY

The remaining unexpired portion of term of a 16th Section leasehold interest for a period of 99 years from July 7, 1947, and no longer, covering that portion of Section 16, Township-4-North, Range-13-West, Forrest County, Mississippi, more particularly described as beginning at the point of intersection of the Northwestern right-of-way line of the New Orleans and Northeastern Railroad and the Southwesterly right-of-way line of West 62nd Street (as extended) and run thence in a Northwestern direction along the Southwesterly boundary line of West 62nd Street (as extended) a distance of 233 feet; run thence in a Southwesterly direction parallel with the Northwestern right-of-way line of the New Orleans and Northeastern Railroad a distance of 300 feet; run thence in a Southeasterly direction parallel with West 62nd Street (as extended) a distance of 233 feet to the Northwestern right-of-way line of the New Orleans and Northeastern Railroad; and run thence in a Northeasterly direction along the said railroad right-of-way a distance of 300 feet to the Point of Beginning; the same containing 1.6 acres of land, more or less; and,

The remaining unexpired portion of term of a 16th Section leasehold interest for a period of 99 years from and after July 7, 1947, and no longer, covering that portion of the SE 1/4 of the NW 1/4 of Section 16, Township 4, North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the point of intersection of the Southeasterly margin of West Pine Street (as extended) and the the Southwesterly margin of Timothy Lane or West 62nd Street (as extended) and run Southeasterly and along the said Southwesterly margin of West 62nd Street (as extended) for 180 feet to an for the point of beginning; thence run Southeasterly and along the said Southwesterly margin of Timothy Lane for 20 feet; thence run Southwesterly and parallel with West Pine Street for 200 feet; thence run Northwesternly and parallel with West 62nd Street (as extended) for 20 feet; and thence run Northeasterly parallel to the Southeasterly margin of West Pine Street (as extended) for 200 feet to the Point of Beginning; and,

The remaining unexpired portion or term of a 16th Section leasehold interest for a period of 99 years from and after July 7, 1947, and no longer, covering that portion of the SE 1/4 of the NO 1/4 of Section 16, Township 4, North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the point of intersection of the Southeasterly margin of West Pine Street (as extended) and the Southwesterly margin of Timothy Lane or West 62nd Street (as extended) and run Southeasterly and along the said Southwesterly margin of West 62nd Street (as extended) for

200 feet; thence run Southwesterly and parallel with West Pine Street for 200 feet to and for the Point of Beginning; thence run Northwesterly and parallel with West 62nd Street (as extended) for 50 feet; and thence run Southwesterly parallel to the Southeasterly margin of West Pine Street (as extended) for 100 feet; thence run Southeasterly and parallel with West 62nd Street (as extended) for 50 feet; and thence run Northeasterly parallel to the Southeasterly margin of West Pine Street (as extended) for 100 feet to the Point of Beginning.

TRACT 30-18--DAVID L. AND TAMARA B. DEARMAN

The remaining unexpired portion or term of a Sixteenth Section leasehold interest for a period of 99 years from July 7, 1947, and no longer, covering that portion of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at the point of intersection of the Southwesterly right of way line of West 62nd Street (as the same has been extended) and the Southeasterly right of way line of West Pine Street (as the same has been extended) and run thence in a Southwesterly direction on and along the said Southeasterly right of way line of West Pine Street a distance of 300 feet to the point of beginning and from said point of beginning continue Southwesterly along the said Southeasterly right of way line of West Pine Street a distance of 150 feet, thence run in a Southeasterly direction parallel with said West 62nd Street a distance of 200 feet, thence run in a Northeasterly direction and parallel with said West Pine Street a distance of 150 feet and thence run Northwesterly and parallel with said West 62nd Street a distance of 200 feet to the point of beginning.

TRACT 30-17--SEMIAN M. AND JOYCE H. DEARMAN

The remaining unexpired portion or term of a Sixteenth Section leasehold interest for a period of 99 years from and after July 7, 1947, and no longer, covering that portion of the Southeast Quarter of the Northwest Quarter of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at the point of intersection of the Southeasterly boundary of West Pine Street (as extended) and the Southwesterly boundary of West 62nd Street (as extended) and run Southwesterly and along the said Southeasterly boundary of West Pine Street (as extended) for a distance of 450.0 feet to the point of beginning and thence continue Southwesterly and along the said Southeasterly boundary of West Pine Street (as extended) for 110.0 feet, thence run Southeasterly and parallel with West 62nd Street (as extended) for a distance of 200.0 feet, thence run Northeasterly and parallel with West Pine Street (as extended) for a distance of 110.0 feet

and thence run Northwesterly and parallel with West 62nd Street (as extended) for a distance of 200.0 feet to the point of beginning.

TRACT 30-16.01--HATTIESBURG BEVERAGE COMPANY, INC.

The unexpired portion of a sixteenth section lease hold interest for a period of 99 years from and after July 7, 1947, covering the following described property located, lying and being situated in Hattiesburg, Forrest County, Mississippi, to-wit:

A part of the West half of Section 16, T4N, R13W, Forrest County, Mississippi, and more particularly described as follows: Commence at the point of intersection of the Southwesterly margin of West 62nd Street Extended (Timothy Lane), as platted, and the Southeasterly margin of West Pine Street Extended, as platted; thence S 45° 28' E and along said margin of West 62nd Street Extended for 433.0 feet to a point on the Northwesterly Right-of-Way line of the N.O. & N.E. Railroad; thence S 44° 32' W and along said Right-of-Way line for 300.0 feet to the Point of Beginning; thence continue S 44° 32' W and along said Right-of-Way line for 260.0 feet to a point on the Northeasterly margin of W 63rd Street Extended; thence N 45° 28' West and along said margin of W 63rd Street Extended for 233.0 feet to a point; thence N 44° 32' E for 260.0 feet to a point; thence S 45° 28' E for 233.0 feet to the Point of Beginning.

PARCEL NO. 1: INDUSTRIAL PARK, INC.:

A part of the Northwest ¼ of the Southwest ¼ of Section 16, in Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Intersection of the Northwestern Right of Way Line of the New Orleans and Northeastern Railroad and the Northeastern Right of Way Line of U. S. Highway No. 49, thence run N45°15'11"W along the said Northeastern Right of Way of U. S. Highway No. 49 for 125.42 feet to a Point of Intersection of the said Northeastern Right of Way Line of U. S. Highway No. 49 and the Southeastern Right of Way Line of West Pine Street, thence run N45°10'34" W for 50.52 feet to a Point of Intersection of the said Northeastern Right of Way Line of U. S. Highway No. 49 and the Northwestern Right of Way Line of said West Pine Street, said Point being the Point of Beginning: thence continue N45°10'34" W along the said Northeastern Right of Way Line of U. S. Highway No. 49 for 213.03 feet to a Point on the Centerline of Gordon's Creek, thence run N35°23'52"E along the said Centerline of Gordon's Creek for 758.44 feet, thence run N37°58'59"E along the said Centerline of Gordon's Creek for 205.66 feet to the Point of Intersection of the said Centerline of Gordon's Creek and the Centerline of a Ditch, thence run S53°16'48"E along the

said Centerline of a Ditch for 221.08 feet to a Point on the said Northwestern Right of Way Line of West Pine Street, thence run S36°33'32"W along the said Northwestern Right of Way Line of West Pine Street for 993.88 feet to the Point of Beginning, comprising 4.93 Acres, more or less.

PARCEL NO. 2: INDUSTRIAL PARK, INC.:

A part of Northwest ¼ of the Southwest ¼ of Section 16, in Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Intersection of the Northwestern Right of Way Line of the New Orleans and Northeastern Railroad and the Northeastern Right of Way Line of U. S. Highway No. 49, thence run N45°15'11"W along the said Northeastern Right of Way of U.S. Highway No. 49 for 125.42 feet to a Point of Intersection of the said Northeastern Right of Way Line of U. S. Highway No. 49 and the Southeastern Right of Way Line of West Pine Street, thence run N45°10'34"W for 50.52 feet to a Point of Intersection of the said Northeastern Right of Way Line of U. S. Highway No. 49 and the Northwestern Right of Way Line of said West Pine Street, thence run N36°33'32"E along the said Northwestern Right of Way Line of West Pine Street for 993.88 feet to a Point on the Centerline of a Ditch, said Point being the Point of Beginning: thence run N53°16'48"W along the Centerline of a Ditch for 221.08 feet to a Point on the Centerline of Gordon's Creek, thence run N37°58'59"E along the said Centerline of Gordon's Creek for 5.88 feet, thence run N33°09'29"E along the said Centerline of Gordon's Creek for 205.01 feet, thence run N41°02'08"E along the said Centerline of Gordon's Creek for 154.74 feet, thence run N27°01'06"E along the said Centerline of Gordon's Creek for 51.50 feet, thence run S54°23'18"E for 226.62 feet to a Point on the said Northwestern Right of Way Line of West Pine Street, thence run S35°55'19"W along the said Northwestern Right of Way Line of West Pine Street for 266.97 feet, thence run S36°33'32"W along the said Northwestern Right of Way Line of West Pine Street for 152.99 feet to the Point of Beginning, comprising 2.17 Acres, more or less.

PARCEL NO. 4: INDUSTRIAL PARK, INC.:

A part of the North ½ of the Southwest ¼ of Section 16, in Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Intersection of the Northwestern Right of Way Line of the New Orleans and Northeastern Railroad and the Northeastern Right of Way Line of U. S. Highway No. 49, thence run N45°15'11"W along the said Northeastern Right of Way of U. S. Highway No. 49 for 125.42 feet to a



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve Shared Use Agreement between City of Hattiesburg and Hattiesburg Public School District for use of school facilities for recreational purposes and authorize the Mayor to execute the same.

File Number: 2019-95
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

SHARED USE AGREEMENT BETWEEN
THE HATTIESBURG PUBLIC SCHOOL DISTRICT
AND THE CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, pursuant to Miss Code Ann. § 37-171-1, et seq., authorizes and encourages school districts to enter into shared use agreements with community organizations and local government agencies for use of school facilities for recreation or other purpose of importance to the community; and

WHEREAS, the Act expressly authorizes local government entities to enter into shared use agreements with school districts, and/or to expend public funds and/or to use public labor and/or equipment and/or commodities in furtherance of the purpose of such agreements; and

WHEREAS, The Hattiesburg Public School District ("District") owns certain school property that could be used by the City of Hattiesburg, Mississippi ("City") for the purpose set out in the Act; and

WHEREAS, such school property should be used to increase and maximize recreational opportunities for the community; and

THEREFORE, the District and the City hereby agree to the following, to-wit:

1. DEFINITIONS

- a. Recreation-means any indoor or outdoor game or activity, either organized or unorganized, undertaken for exercise, relations, diversion, sport or pleasure.
- b. School Property-means all indoor or outdoor structures, facilities and land, whether owned, rented or leased by the school or school district.
- c. Sport-means an activity requiring physical exertion and skill and which, by its nature and organization, is competitive and generally accepted as being as sport.

2. PURPOSE

- a. The purpose of this shared use agreement ("Agreement") is to make school property available to community members during non-school hours for recreational activities in order to support active living, reduce obesity, reduce health care costs associated with obesity, increase community safety, maximize community resources, and promote community resources and promote community support for schools.
- b. The City intends to expend public funds and/or to use public labor and/or equipment and/or commodities in furtherance of the purpose of this agreement.

3. DURATION

- a. The duration of this agreement shall be for the fiscal year of 2020 through 2021, unless terminated sooner.

4. TERMS OF USE

- a. The school property subject to this agreement is as follows:
 - i. San Antonio Track and Field
 - ii. Rowan School, Gymnasium, Track and Field
 - iii. Hawkins School and Playground
 - iv. East Ninth Street Ball Park
 - v. Smokie Harrington Baseball Park
 - vi. DI Patrick Stadium
 - vii. Watkins Gymnasium
 - viii. Thames School, Gymnasium, Walking Trail, and Playground

- ix. Lillie Burney School and Playground
 - x. N.R. Burger Middle School and Field
 - xi. Mary Bethune School and Playground
 - xii. Grace Christian School and Playground
 - xiii. Central School Park and Walking Trail
 - xiv. Woodley School and Playground
 - xv. Any and all other school property as agreed upon by and between the parties.
 - b. The school property described herein may be used by the City as follows:
 - i. Recreational purposes only during hours of the day the public schools are not actually in session or otherwise being used by the District.
 - c. School property shall be available for use by the City during non-school hours only. Under no circumstances will the City's use of such property interfere with the use of property for school activities.
5. ADMINISTRATION
- a. The provisions of this agreement will be administered for the District by its Superintendent, or his/her designee, and for the City by its Mayor, or his/her designee. No separate legal or administrative entity shall be created by this agreement.
6. LIMITATION OF LIABILITY
- a. District and district employees may not be held liable for any claim resulting from a loss or injury arising from the use of indoor or outdoor school property or facilities made available for public recreation or sport pursuant to this agreement. However, this limitation of liability is subject to the provisions of the Act and the Mississippi Tort Claims Act. Nothing in this agreement shall be deemed to create or increase the liability of any person.
7. AMENDMENT
- a. The provisions of this agreement may be amended only by the written consent of both parties. Any amendment shall be executed and approved in the same manner as this agreement.
8. ASSIGNMENT
- a. The rights and obligations conferred upon the District and the City pursuant to this agreement shall not be assignable or transferrable.
9. TERMINATION
- a. Either party may terminate this agreement by giving notice, in writing, to the other party as least three (3) days prior to the date of termination
10. MISCELLANEOUS PROVISIONS
- a. The governing bodies of both the District and the City have each approved this agreement in accordance with controlling law.
 - b. The agreement shall in no way affect title and ownership to any real or personal property involved.
 - c. If any provision of this agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining provisions of the agreement shall not be affected.
 - d. This agreement is authorized per the Act, and is not subject to the provisions of the Interlocal Cooperation Act of 1974; Miss. Code Ann. §17-13-1, et seq.

11. ENTIRE AGREEMENT

- a. The agreement set forth herein constitutes the entire agreement by and between the District and the City.

APPROVED AND EXECUTED in duplicate originals on the dates indicated.

_____ Hattiesburg Public School District, Superintendent	_____ Date
--	---------------

_____ City of Hattiesburg Mayor	_____ Date
---------------------------------------	---------------



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve or deny Lease Agreement between City of Hattiesburg and Ebenezer Baptist Church for lease of property located at 900 E. 8th Street and authorize the Mayor to execute the same.
File Number: 2019-93
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

LEASE AGREEMENT

This Agreement made and entered into this the 20th day of August, A. D., 2019, between Ebenezer Baptist Church, hereinafter referred for convenience as "Lessor" and City of Hattiesburg, hereinafter referred to for convenience as "Lessee":

WITNESSETH:

1. Lessor has agreed and does hereby lease, demise and let unto Lessee that portion of a certain property located at 900 E. 8th Street Basketball & Tennis Court Facility, in the City of Hattiesburg, County, Mississippi, and being specifically identified as, Commencing at the Northwest Corner of the NE 1/4 of the SE 1/4 of Section 3, T-4-N, R-13-W, Forrest County, MS; and thence run South 245 feet, thence run East 425 feet to the Northeast corner of the New Ebenezer Baptist Church property, thence run South along the West line of said property for 149 feet, thence run East 64 feet, more or less, to the Northwest corner of an existing asphalt pad and to the Point-of-Beginning, thence run East for 104 feet, more or less, to the Northeast corner of said asphalt pad, thence run South 93 feet, more or less, to the Southeast corner of said asphalt pad, thence run West for 104 feet, more or less, to the Southwest corner of said asphalt pad, thence run North 93 feet, more or less, back to the Point-of-Beginning. The above herein described area contains 0.22 acres, hereinafter referred to as the "Demised Property". It is understood and agreed by and between the parties hereto that the leased property shall be used for the sole purpose of public use.

2. Pursuant to Miss. Code Ann. §31-8-3, the term of this Lease shall be for ten (10) years commencing on the 20th day of August, 2019, and ending on the 31st day of July, 2029. In the event that the Lessor should sell the property during the term of this lease, Lessee agrees that lease would terminate.

3. Lessee agrees and obligates itself to pay for said Lease of the subject property rental at the rate of \$1.00 per year during the term of this Lease.

4. It is understood and agreed between the parties hereto that the Lessee shall not have the right to assign, transfer, pledge, sublease or sublet the property.

5. Lessor shall have the responsibility for payment of ad valorem taxes, if any.

6. Lessee agrees to keep the property and all things connected therewith in a clean and healthy condition, ordinary wear and tear excepted, during the term of this Lease. Lessee agrees to upkeep or improve basketball courts, tennis courts, fencing, and lighting. Any improvements made to the facility shall be removed by City of Hattiesburg at conclusion of lease agreement, if not continued. Lessor agrees to allow public ingress and egress access and parking to the basketball & tennis court facility by way of parking lot.

7. Lessee shall comply with all laws, regulations, ordinances and requirements of any federal, state, municipal and other authorities having jurisdiction over the manner in which Lessee's business is conducted, and shall conduct his business on the leased property in a quiet, dignified and professional manner.

WITNESS THE SIGNATURES of the Lessor and Lessee on this the 20th day of August, 2019.

LESSOR:

By:  _____

Ebenezer Baptist Church

LESSEE:

By: _____

City of Hattiesburg



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 20, 2019

Re: Approve Contract for the purchase of property located at 2100 Eddy Street related to the Hazard Mitigation Grant Program and authorizing the Mayor to execute the same.
File Number: 2019-72
Minute Book #

Summary

Authorize Mayor to execute a contract in triplicate for the purchase of the property located at 2100 Eddy Street for the purpose of demolition and conversion to green space in perpetuity, in conjunction with the FEMA Hazard Mitigation Grant program. The purchase amount is \$156,000.00 with 75% of the purchase amount to be reimbursed to the city from the FEMA Hazard Mitigation grant program.

Recommendation Statement

The City is requesting authorization to purchase the property located at 2100 Eddy Street for the amount of \$156,000.00 with 75% of the purchase amount to be reimbursed to the city from the FEMA Hazard Mitigation grant program.

I am recommending the authorization of this property purchase.

Please place this on the August 20, 2019 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

**CONTRACT FOR THE SALE AND
PURCHASE OF REAL PROPERTY**

FOR AND IN CONSIDERATION of the sum of \$100.00, cash in hand paid, the receipt of which is hereby acknowledged to be received and sufficient, the undersigned, **CHARLES TAYLOR and RENITA TAYLOR**, hereinafter referred to as "Sellers", and **CITY OF HATTIESBURG**, hereinafter referred to as "Buyer", do hereby enter to the following agreement to sale and purchase real property:

1. **PROPERTY DESCRIPTION.** The Sellers agree to sell and the Buyer agrees to purchase that certain parcel of real property located at 2100 Eddy Street, in Hattiesburg, Forrest County, Mississippi, 39401, and more particularly described as follows:

2
The East 100 feet of Lots 1, 2, and 3, Block 14 of the Highlands, a resubdivision of the C.W. Hicks resubdivision of Blocks 1-8, inclusive of T.M. Fuller Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof recorded in Plat book 4 at Page 5 in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

2. **PURCHASE PRICE.** The purchase price of the property shall be One hundred fifty-six thousand and No\100 (\$156,000.00) with the \$100.00 in earnest money to be applied towards the purchase price at closing. The earnest money shall be paid to Richland Title, Inc., as Escrow Agent, at the time of signing of this contract.

3. **PRORATION OF TAXES AND ASSESSMENTS.** Taxes for the year 2019 shall be prorated between the parties at the date of the closing.

4. **WARRANTIES.** Seller agrees to convey a good and merchantable title by Warranty Deed, free and clear of all liens and exceptions to the title, with all taxes, assessments and dues to be current, with the exception for those items on record for protective covenants, zoning ordinances, subdivision regulations, prior mineral reservations or conveyances, and easements for public or private utilities or rights of way. Should the title examination reveal defects which can be cured, the Sellers hereby obligate himself/herself to cure the same as expeditiously and reasonable as possible, at the Seller's expense. If said title defect(s) cannot be cured with ten (10) days after the specified closing date, then the Buyer shall have the option of having the earnest money returned and voiding the contract, or of having the Seller complete the curing of the defect as expeditiously as possible.

5. **CONTINGENCIES.** This contract is contingent upon the Buyer securing financing or

funding from FEMA for the Hazard Mitigation Acquisition Project. The Sellers agree to cooperate and execute all documents required by FEMA or MEMA to approve and fund the acquisition of the subject property.

This contract is contingent upon approval of all FEMA, MEMA and the City of Hattiesburg as to the terms and conditions set forth in this contract.

6. EXPENSES OF CLOSING. The Buyer shall be responsible for all closing costs and expenses, except for the proration of the 2019 ad valorem real property taxes and payoff of the existing mortgages and/or other liens on the property.

7. CONDITION OF PROPERTY. The property subject to this contract is improved land and the Buyer agrees to accept the property in its present "As Is" condition, and Buyer shall be solely responsible for the real property after the date of closing.

8. INSURANCE. Seller shall maintain the risk of loss until the date of closing. If there is any destruction of the property during the executory period of this contract caused by fire or other disaster which is covered by this insurance, the Seller shall have the option to repair or replace the damage or reduce the purchase price by the cost of such damage, however, any destruction of the property shall not constitute a termination, cancellation or avoidance of this contract.

9. DATE OF CLOSING. The date of closing shall be on or before September 6, 2019, however, said date may be shortened or extended by mutual consent of all parties.

10. REMEDIES. Upon breach of the terms and conditions of this contract by either Party, each party shall have the right to enforce the terms and conditions of this contract through specific performance or other legal means upon the breach of the either party. The Seller shall have the option of accepting the earnest money as liquidated damage in lieu of an action for specific performance. The prevailing party in any legal action brought to enforce the terms and conditions of this contract shall be entitled to reasonable attorney fees paid by the losing party to such legal action.

11. SPECIAL PROVISIONS. (If none, write none) _____

12. Upon acceptance, this agreement shall be binding on the parties hereto and their respective heirs, successors, representative, or assigns. Time is of the essence in this contract.

ACCEPTED BY SELLERS

Sellers:

<u>Charles Taylor</u>	<u>8/12/2019</u>
CHARLES TAYLOR	DATE
<u>Renita Taylor</u>	<u>8/12/2019</u>
RENITA TAYLOR	DATE

WITNESS OUR SIGNATURES on this the _____ day of _____, A.D., 2019

Buyer:

THE CITY OF HATTIESBURG

TOBY BARKER, MAYOR

KERMAS EATON, CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve Architectural Services Agreement between City of Hattiesburg and Williams and Associates, PA related to the reconstruction of Fire Station #2 and authorize the Mayor to execute the same.
File Number: 2019-99
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.



WILLIAMS & ASSOCIATES, PA
architecture • interiors

Attachment “A”

WILLIAMS & ASSOCIATES, PA architecture • interiors

2019 Standard Hourly Rates

Principal Architect	\$225.00 / hour
Investigations / Codes, Principal	\$230.00 / hour
Project Architect	\$170.00 / hour
Intern Architect	\$100.00 / hour
Interior Designer, Sr.	\$ 95.00 / hour
Interior Designer, Jr.	\$ 75.00 / hour
Specifications	\$100.00 / hour
Material Sourcing	\$ 75.00 / hour
Construction Administration	\$100.00 / hour
CADD Draftsman	\$100.00 / hour
Clerical	\$ 55.00 / hour

CONSULTANTS

civil • structural • mechanical • plumbing • electrical • landscape

Standard Hourly Rates

Principal Engineer (P.E.)	\$225.00 / hour
Engineer (P.E.)	\$170.00 / hour
Engineer (E.I.T.)	\$140.00 / hour
Draftsman (AutoCad)	\$100.00 / hour
Clerical	\$ 55.00 / hour

 AIA[®] Document B104[™] – 2017***Standard Abbreviated Form of Agreement Between Owner and Architect***

AGREEMENT made as of the 30 day of July in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Hattiesburg, Other
City of Hattiesburg
226 W Pine St,
PO Box 1898
39403-1898
Telephone Number: 601-545-4501
Fax Number: 601-545-4608

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

Williams & Associates, PA, General Corporation
250 Beauvoir Road, Suite 1B
Biloxi, MS 39531
Telephone Number: 228.380.1025

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

W1703 - Hattiesburg Fire Station #2

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Fire Station #2 addresses the need for an operational branch fire station. The design will consist of placing the public areas, dining, day room, and other ancillary spaces toward the front, allowing easy access for the staff during working hours. The private areas, toilet facilities, and sleeping quarters are to be designed to be located toward the rear. The 2-bay design will be designed to accommodate platform vehicles, engines, and/or tankers to park in indoors. Careful consideration will be given to the layout for effective utilization of the space, building design, and materials. Basic building requirements include a pre-engineered metal building with block and brick/split-faced CMU exterior walls. The buildings will be designed to withstand 120 mph winds. Site requirements will include demo, grading, and fill to support 8" thick concrete approach pavement and 100,000 lbs. fire fighting vehicles. Site parking will be poured-in-place concrete.

The New Fire Station will be comprised of the following spaces; 2 Lane Engine Bay, Full Kitchen and Dining Area/Day Room, Private Sleeping Rooms, Male and Female Restrooms/Shower, Battalion Chief's Office and Private Bedroom, Exercise/Training Room, Gear Locker Room, Support Rooms for A 24/7 Operation, and Full Generator backup. These facilities are primarily concrete block construction interior, lay-in acoustical ceiling tile in accessory space and exposed structure in the engine bay. Durability of materials is a primary concern of the client, diamond polished concrete floors in high abuse, water prone areas, epoxy paint in public and wet areas, carpet tiles in sleeping quarters and office space, stainless steel or granite for the kitchen counter tops for durability, and commercial grade kitchen appliances. The IBC 2012 and ADDAG 2010 will be the basis for code compliance. The approximate square footage is 7,500 sq. ft.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for

the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

1,000,000.00

.2 Automobile Liability

1,000,000.00

.3 Workers' Compensation

State of Mississippi Statute Limits

.4 Professional Liability

1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by

Init.

the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not

have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Standard Services provided by the Architect will include all Architectural Services described herein, Interior Design Services, Structural Engineering Services, Civil Engineering Services, Mechanical Engineering Services, and Plumbing Engineering Services. Services That may be required but NOT provided include Geotechnical Engineering Investigative Testing Services, Geotechnical Construction Testing Services, Land Surveying, Communication Engineering Services (Bi-Directional Amplification), BIM Modeling, Landscape Architectural Services, and Signalization Engineering

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services fourteen (14) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

The termination fee shall be payment for complete phase of services engaged in at the point of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

City agrees not to hold Architect responsible for plan implementation beyond the point of separation; Architect remains responsible for any design defects in plans themselves

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight and One Half (8.5 %) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attachment "A"
 (2019 Standard Hourly Rates)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Attachment "A"
 (2019 Standard Hourly Rates)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Twenty	percent (	20	%)
Construction Documents Phase	Sixty	percent (	60	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment "A"
 (2019 Standard Hourly Rates)

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses("out-of-pocket expenses")

AIA Document B104™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:57:50 ET on 08/14/2019 under Order No. 2187982765 which expires on 07/22/2020, and is not for resale.
User Notes:

are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid fortyfive (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

one point five % 1.5

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Attachment "A"

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER (Signature)

Toby Barker, Mayor

(Printed name and title)

ARCHITECT (Signature)

Mark B. Williams, AIA, NCARB, LEED AP,
President

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B104™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:57:50 ET on 08/14/2019.

PAGE 1

AGREEMENT made as of the 30 day of July in the year 2019

...

City of Hattiesburg, Other
City of Hattiesburg
226 W Pine St.
PO Box 1898
39403-1898
Telephone Number: 601-545-4501
Fax Number: 601-545-4608

...

Williams & Associates, PA, General Corporation
250 Beauvoir Road, Suite 1B
Biloxi, MS 39531
Telephone Number: 228.380.1025

...

W1703 - Hattiesburg Fire Station #2

PAGE 2

Fire Station #2 addresses the need for an operational branch fire station. The design will consist of placing the public areas, dining, day room, and other ancillary spaces toward the front, allowing easy access for the staff during working hours. The private areas, toilet facilities, and sleeping quarters are to be designed to be located toward the rear. The 2-bay design will be designed to accommodate platform vehicles, engines, and/or tankers to park in indoors. Careful consideration will be given to the layout for effective utilization of the space, building design, and materials. Basic building requirements include a pre-engineered metal building with block and brick/split-faced CMU exterior walls. The buildings will be designed to withstand 120 mph winds. Site requirements will include demo, grading, and fill to support 8" thick concrete approach pavement and 100,000 lbs. fire fighting vehicles. Site parking will be poured-in-place concrete.

...

The New Fire Station will be comprised of the following spaces; 2 Lane Engine Bay, Full Kitchen and Dining Area/Day Room, Private Sleeping Rooms, Male and Female Restrooms/Shower, Battalion Chief's Office and Private Bedroom, Exercise/Training Room, Gear Locker Room, Support Rooms for A 24/7 Operation, and Full Generator backup. These facilities are primarily concrete block construction interior, lay-in acoustical ceiling tile in accessory space and exposed structure in the engine bay. Durability of materials is a primary concern of the client, diamond polished concrete floors in high abuse, water prone areas, epoxy paint in public and wet areas, carpet tiles in sleeping quarters and office space, stainless steel or granite for the kitchen counter tops for durability, and commercial grade kitchen appliances. The IBC 2012 and ADDAG 2010 will be the basis for code compliance. The approximate square footage is 7,500 sq. ft.

PAGE 3

1,000,000.00

...

1,000,000.00

...

State of Mississippi Statute Limits

...

1,000,000.00

PAGE 6

Standard Services provided by the Architect will include all Architectural Services described herein, Interior Design Services, Structural Engineering Services, Civil Engineering Services, Mechanical Engineering Services, and Plumbing Engineering Services. Services That may be required but NOT provided include Geotechnical Engineering Investigative Testing Services, Geotechnical Construction Testing Services, Land Surveying, Communication Engineering Services (Bi-Directional Amplification), BIM Modeling, Landscape Architectural Services, and Signalization Engineering

PAGE 7

§ 4.2.2 The Architect has included in Basic Services fourteen (14) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 10

[X] Litigation in a court of competent jurisdiction

PAGE 11

The termination fee shall be payment for complete phase of services engaged in at the point of termination.

...

City agrees not to hold Architect responsible for plan implementation beyond the point of separation; Architect remains responsible for any design defects in plans themselves

PAGE 12

Eight and One Half (8.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

PAGE 13

See Attachment "A"

...

(2019 Standard Hourly Rates)

...

See Attachment "A"

...

(2019 Standard Hourly Rates)

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

...

Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Sixty</u>	percent (	<u>60</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

See Attachment "A"

...

(2019 Standard Hourly Rates)

...

§ 11.8.1 Reimbursable Expenses~~Expenses~~("out-of-pocket expenses")

PAGE 14

are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

Additions and Deletions Report for AIA Document B104™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:57:50 ET on 08/14/2019 under Order No. 2187982765 which expires on 07/22/2020, and is not for resale.
User Notes:

(3B9ADA5F)

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid fortyfive (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

one point five % 1.5

...

None

PAGE 15

Attachment "A"

...

Toby Barker, Mayor

Mark B. Williams, AIA, NCARB, LEED AP,
President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark B. Williams, AIA, NCARB, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:57:50 ET on 08/14/2019 under Order No. 2187982765 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this agreement.)

- .3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Attachment "A"

- .4 Other documents:

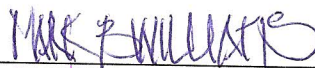
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER (Signature)

Toby Barker, Mayor

(Printed name and title)



ARCHITECT (Signature)

Mark B. Williams, AIA, NCARB, LEED AP,
President

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark B. Williams, AIA, NCARB, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:57:50 ET on 08/14/2019 under Order No. 2187982765 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

MARK B WILLIAMS

(Signed)

PRESIDENT (ARCHITECT)

(Title)

8/14/2019

(Dated)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 20, 2019

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 119 Conti Avenue for an additional monthly increase of \$12.47 and authorize Mayor to execute the same.
File Number: 2019-51
Minute Book #

Summary

The City is requesting approval of a lighting agreement with Mississippi Power Company for additional lighting at 119 Conti Avenue for an additional monthly increase of \$12.47; authorize Mayor to execute.

Recommendation Statement

I am recommending approval of lighting agreement with Mississippi Power Company for additional lighting at 119 Conti Avenue.

Please place this on the August 20, 2019 City Council meeting for consideration.

DATE: 8/1/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

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 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/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) 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). Developer understands and agrees that OL 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
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install -1</u>	<u>119 Conti Ave</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	_____	<u>Monthly Increase \$12.47</u>
_____	_____	_____
_____	_____	_____

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 MAIL 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: Lamar Rutland

cc:

Date: Tuesday, August 20, 2019

Re: Approve Copier Rental Agreement between the City of Hattiesburg and RJ Young for copier located at the Engineering Department at a cost of \$262.00 per month for 48 months and authorize the Mayor to execute in duplicate.
File Number: 2019-60
Minute Book #

Summary

Authorize Mayor to execute Copier Rental Agreement in duplicate between the City of Hattiesburg and RJ Young for copier located at the Engineering Department at a cost of \$262.00 per month for 48 months.

Recommendation Statement

I am recommending approval of Copier Rental Agreement.

Please place this on the August 20, 2019 City Council meeting for consideration.

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between

CITY OF HATTIESBURG

(hereinafter referred to as Customer), and **RJ Young** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. **CUSTOMER ACCOUNT ESTABLISHMENT:**

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. **EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. **SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. **RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20__.

Vendor: **RJ Young**

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Witness my signature this the _____ day of _____, 20__.

Customer: **CITY OF HATTIESBURG**

By: _____

Authorized Signature

Printed Name: _____

Title: _____

**EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)**

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: **#8200044603**

Vendor Company Name: **RJ Young**

Customer Agency Name: **City of Hattiesburg**

Bill to Address: **P.O. Box 1898 Hattiesburg, Mississippi 39401**

Ship to Address: **200 Forrest Street - ENGINEERING OFFICE**

Description of Equipment, Software, or Services

Price

1- CANON IR C5550i III DIGITAL COLOR COPY SYSTEM

\$262.00 PER MONTH

WITH STAPLE FINISHER WITH BRIDGE UNIT , CASSETTE FEEDING UNIT, FAX BOARD

**SERVICE INCLUDED WITH RENTAL PRICE AND ALLOWS FOR ALL PARTS, LABOR AND TONER
FOR 4,000 BLACK COPIES PER MONTH AND 800 COLOR COPIES PER MONTH.**

OVERAGE WILL BE BILLED QUARTERLY AT THE FOLLOWING RATE:

Black Copies at \$.00623

Color Copies at \$.04674

Delivery Schedule and Installation Date: As soon as possible

Rental Term: **48 Months**

Start Date:

End Date:

Modifications: Per Mississippi State Contract

Vendor Signature

Customer Signature



BUDDY WADE

d: 601-705-2205

c: 601-408-1899

e: buddy.wade@rjyoung.com

CURRENT MONTHLY SPEND: \$318.00 PER MONTH, INCLUDES SERVICE

CANON STATE CONTRACT: 8200044603

PROPOSED SOLUTION: CANON IR C5550i III DIGITAL COLOR SYSTEM
With AUTOMATIC DOCUMENT FEEDER
4 ADJUSTABLE PAPER TRAYS
INNER STAPLE FINISHER
FAX BOARD
PRINT / SCAN TO EMAIL OR FOLDER

CITY OF HATTIESBURG COST FOR ABOVE: \$262.00* PER MONTH FOR 48 MONTHS

***MONTHLY RENTAL PRICE INCLUDES ALL PARTS, LABOR AND TONER FOR THE FOLLOWING**
4,000 BLACK COPIES PER MONTH, OVERAGE BILLED QUARTERLY AT \$.00623
800 COLOR COPIES PER MONTH, OVERAGE BILLED QUARTERLY AT \$.04674

THIS WILL REFLECT A MONTHLY SAVINGS OF \$56.00 LESS THAN YOUR CURRENT SPEND
AND PROVIDE FOR THE LATEST IN TECHNOLOGY FROM CANON.

PLEASE LET ME KNOW IF YOU NEED ADDITIONAL INFORMATION OR HAVE ANY QUESTIONS.

Thanks
Buddy Wade
RJ Young Co
601-408-1899

Buddy Wade
8/10/19

Your productivity is our mission.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 20, 2019

Re: Approve Task Force Agreement between the Hattiesburg Police Department and the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.
File Number: 2019-58
Minute Book #

Summary

Agreement with the United States Department of Justice, Drug Enforcement Administration

Recommendation Statement

Please place this on the August 20, 2019 City Council meeting for consideration.

**Drug Enforcement Administration
New Orleans Field Division
STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
Mississippi - Hattiesburg**

This agreement is made this 1st day of October 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hattiesburg Police Department (hereinafter "HPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Hattiesburg area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

1. The Hattiesburg HIDTA Task Force will perform the activities and duties described below:

- a. disrupt the illicit drug traffic in the Hattiesburg area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.

2. To accomplish the objectives of the Hattiesburg HIDTA Task Force, the HPD agrees to detail one (1) experienced officer(s) to the Hattiesburg HIDTA Task Force for a period of not less than two years. During this period of assignment, the HPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The HPD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The HPD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the Hattiesburg HIDTA Task Force, DEA will assign one (1) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and HPD officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Hattiesburg HIDTA Task Force, the HPD will remain responsible for establishing the salaries and benefits, including overtime, of the HPD officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HPD for overtime payments made by it to the 1 officers assigned to the Hattiesburg HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$18,649.00, per officer.

Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the HPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The HPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The HPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the HPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. While on duty and acting on task force business, the officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

14. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2020. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by **HPD** during the term of this agreement.

For the Drug Enforcement Administration:

Brad L. Byerley

Special Agent in Charge

Date: _____

For the **Hattiesburg Police Department**

Name

Title

ORI# _____

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 records, 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 had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Hattiesburg Police Department
300 Klondyke St. Hattiesburg, MS 39401

Hattiesburg HIDTA Task Force

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Anthony Parker, Chief

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve the State Holiday Schedule as the City's holidays for the fiscal year 2019-2020 in accordance with MS Code 3-3-7, per attached list.
File Number: 2019-76
Minute Book #

Summary

State Holiday Schedule for fiscal year 2019-2020.

Recommendation Statement

Recommend approval of holiday schedule.

Please place this on the August 20, 2019 City Council meeting for consideration.

Veteran's Day	1 day	Monday	November 11, 2019
Thanksgiving	1 day	Thursday	November 28, 2019***
Christmas	1 day	Wednesday	December 25, 2019***
New Year's Day	1 day	Wednesday	January 1, 2020***
Martin Luther King, Jr.	1 day	Monday	January 20, 2020
President's Day	1 day	Monday	February 17, 2020
Good Friday	1 day	Friday	April 10, 2020
Memorial Day	1 day	Monday	May 25, 2020
Independence Day	1 day	Saturday	July 4, 2020
Labor Day	1 day	Monday	September 7, 2020

Additional holidays proclaimed by the Governor for Thanksgiving, Christmas and New Year's.

Additional days proclaimed by the Governor for any other holidays may be granted by the City Council approval.

*****To be proclaimed by the Governor.**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, August 20, 2019

Re: Approve a budget modification for the 2019-2020 Stop Violence Against Women Grant from the Mississippi State Department of Health, to incorporate a realignment of Victim Advocate salary and fringe benefits. The modified grant budget is for a total of \$45,895.26 (\$33,715 Federal and \$12,180.26 local match). Authorize Mayor to execute in duplicate.
File Number: 2019-67
Minute Book #

Summary

MSDH Stop Violence Against Women Grant budget modification

Recommendation Statement

I recommend approval of a budget modification for the 2019-2020 Stop Violence Against Women Grant from the Mississippi State Department of Health, to incorporate a realignment of Victim Advocate salary and fringe benefits. The modified grant budget is for a total of \$45,895.26 (\$33,715 Federal and \$12,180.26 local match).

Please place this on the August 20, 2019 City Council meeting for consideration.

DV/STOP/SASP BUDGET SUMMARY

AGENCY NAME: Hattiesburg Police Department

FUND SOURCE: FFY 2020 VAWA Stop Program

PROJECT TITLE: Hattiesburg Police Department Victim Services Unit

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period:

BEGIN: July 1, 2019

END: June 30, 2020

EXPENSE OBJECT LINE-ITEM CATEGORY	FEDERAL AWARD	%	SUBRECIPIENT MATCH	%	TOTAL PROJECT BUDGET	%
Personnel (Salaries and Fringe)	\$29,996.00		\$11,394.26		\$41,390.26	
Travel	\$2,719.00		\$0.00		\$2,719.00	
Contractual	\$0.00		\$0.00		\$0.00	
Commodities	\$1,000.00		\$786.00		\$1,786.00	
Capital Outlay - Equipment	\$0.00		\$0.00		\$0.00	
Capital Outlay - Other	\$0.00		\$0.00		\$0.00	
Subsidies, Loans and Grants	\$0.00		\$0.00		\$0.00	
Indirect Cost	\$0.00		\$0.00		\$0.00	
GRAND TOTAL	\$33,715.00	73.46%	\$12,180.26	26.54%	\$45,895.26	100.00%

Signature of Authorized Official: _____

Title: Mayor _____

Date: 8/20/2019 _____

THIS SECTION FOR OAIV USE ONLY:

Budget Approved by: _____

Date: _____

DV/STOP/SASP BUDGET DETAIL SHEET

Complete the Budget Detail Sheet first. The totals will populate the Budget Summary Sheet automatically. Please do not change or alter any of the formulas or calculations contained in the documents provided, as that may result in inaccurate or incomplete budget items. The instructions provided below will provide guidance for completing the Budget Detail Sheet. The Budget Detail Sheet should reflect the budget narrative and include all the same components and items. If the grant does not require match (SASP) or your organization is exempt from match requirements, please leave those sections blank.

GRANT BUDGET LINE-ITEM DETAIL:	Federal	Match
--------------------------------	---------	-------

AGENCY NAME: Hattiesburg Police Department

FUND SOURCE: STOP

PROJECT TITLE: Hattiesburg Police Department Victim Services Unit

PERSONNEL		
Staff Member Name and Title: Whitney Harper , Victim Advocate		
Salary and calculation: Aunnaul Salary \$29,996x 100%, \$14.42/hour	\$29,996.00	\$0.00
Fringe Item and Calculation: Social Security	\$0.00	\$1,859.76
Worker's Compensation	\$0.00	\$63.96
Medical Insurance	\$0.00	\$4,251.24
Retirement	\$0.00	\$5,219.30
TOTAL	\$29,996.00	\$11,394.26

TRAVEL	AMOUNT	
In-State Travel:		
In state training within Mississippi		
	\$300.00	\$0.00
Repeat row(s) as Necessary	\$0.00	\$0.00
In-state Total	\$300.00	\$0.00
Out of State Travel		
Item and Description: Internation Conference on Sexual Assault, Domestic Violence, Whitney Harper traveling		
Registration	\$545.00	\$0.00
Airfare	\$650.00	
Lodging (\$250/day x 4 days)	\$1,000.00	
Food (\$54/day x 4)	\$224.00	
	\$0.00	
Out of state Total	\$2,419.00	\$0.00
TOTAL	\$2,719.00	\$0.00

COMMODITIES	AMOUNT	
Item and description		
Education and outreach Materials (\$107/month)	\$1,000.00	\$286.00
Office supplies and printing (\$42/month)	\$0.00	\$500.00
TOTAL	\$0.00	\$0.00

		\$1,000.00	\$786.00
CAPITAL OUTLAY - EQUIPMENT			
Item and description	AMOUNT		
		\$0.00	\$0.00
Repeat row(s) as Necessary			
	TOTAL	\$0.00	\$0.00
		\$0.00	\$0.00
CAPITAL OUTLAY - OTHER			
Item and description.	AMOUNT		
		\$0.00	\$0.00
Repeat row(s) as Necessary			
	TOTAL	\$0.00	\$0.00
		\$0.00	\$0.00
SUBSIDIES, LOANS AND GRANTS			
Item and description.	AMOUNT		
Repeat row(s) as Necessary		\$0.00	\$0.00
	TOTAL	\$0.00	\$0.00
		\$0.00	\$0.00
INDIRECT COST			
Item and description.	AMOUNT		
Repeat row(s) as Necessary		\$0.00	\$0.00
	TOTAL	\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$33,715.00	\$12,180.26
		73%	27%
TOTAL PROJECT BUDGET			\$45,895.26

BUDGET NARRATIVE

Personnel

The Victim Advocate, Whitney Harper, is to be funded at a rate of \$29,996.00 for twelve months. The City of Hattiesburg will finance a social security match of \$154.98 per month totaling \$1859.76, a retirement match of \$434.94 per month totaling \$5,219.30, a medical insurance (health employee only) match of \$354.27 per month totaling \$4,251.24, and a Worker's Compensation match of \$5.33 per month totaling \$63.96. The total match of fringe benefits is \$11,394.26. The Victim Services Unit could not function effectively without the Victim Advocate. The total projected budget for the 2019-2020 VAWA Grant is \$45,895.26. The Hattiesburg Police Department is requesting a pay increase for the Victim Advocate position, in order to realign compensation to an equitable rate with the Victim Advocate position in neighboring jurisdictions.

Travel

The Victim Advocate will travel to the International Conference on Sexual Assault, Domestic Violence, and Gender Bias April 13-16, 2020 in Washington, DC. This conference focuses on the intersection of technology and domestic and sexual violence, stalking and trafficking. The Office on Violence against Women has approved OVW grantees to attend this conference. The Victim Advocate will gain knowledge and obtain resources to use in the City of Hattiesburg. The total cost of this trip is \$2419: airfare is \$650 roundtrip; lodging is \$250 per day for 4 days = \$1000; meals are \$56 per day for 4 days = \$224 and registration is \$545. The City of Hattiesburg will provide transportation to and from the New Orleans Airport, which will be 244 miles roundtrip, no reimbursement needed for mileage. The victim advocate will also travel to in state meetings and training under the VAWA and requesting \$300 for in state travel fees.

Commodities

1. The Victim Advocate requests \$1,000 with a \$286 match (\$107/month) in commodities for educational and informational materials for outreach and educational events. Promotional materials include but are not limited to: buttons, bags, water bottles, stickers, pens and pencils with resource information. The informational materials will be used at outreach and educational events to spread awareness of domestic violence.

2. The City of Hattiesburg will finance office supplies and printing/reproduction match of \$500 to fund the day to day operations of the Victim Advocate with printing and office supplies.

Office supplies include, but are not limited to: pens, pencils, notebooks, notepads, and sticky notes of various sizes, white-out, paperclips, binder clips, business cards, blank recordable/writeable CDs, staplers, staples, tape dispensers, tape, thumbtacks, and highlighters.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 20, 2019

Re: Acceptance of the 2100 Eddy Street grant award increase in the amount of \$19,110.00 from FEMA with a city share cost of \$43,143.00 and the total estimated project cost of \$172,570.00.
File Number: 2019-69
Minute Book #

Summary

Authorize acceptance and submission of the increased additional funds for the Hazard Mitigation Grant Program 4248-0015. The total project grant award has been changed to the amount of \$172,570.00 for the acquisition and demolition of a severe repetitive loss property at 2100 Eddy Street. The amount of the increase is \$19,111.00. The new total project cost breakdown is \$129,427 being federal share cost and \$43,143.00 as the city share cost.

Recommendation Statement

The City is requesting acceptance of additional funds for the 2100 Eddy Street Hazard Mitigation Grant program.

I am recommending approval of the increased funds for this project.

Please place this on the August 20, 2019 City Council meeting for consideration.



U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

May 15, 2019

Mr. Gregory S. Michel, Executive Director
Mississippi Emergency Management Agency
Post Office Box 5644
Pearl, Mississippi 39288-5644

Attention: Ms. Jana Henderson, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) 4248-0015 Hattiesburg
Acquisition Project-Scope of Work (SOW) Change Overrun Approval
Letter

Dear Mr. Michel:

This is in response to the State of Mississippi Emergency Management Agency requesting a SOW modification for project DR-4248-0015. The City of Hattiesburg is requesting additional funds. In accordance with 2 CFR 200, the request includes acceptable justification for the modification and the project remains feasible, cost effective and in compliance with all the other eligibility criteria, your request is hereby approved. .

The following is the revised SOW for the above referenced project:

City of Hattiesburg is requesting additional funds in the amount of \$19,111 with \$14,333 Federal Share (75%) to cover the increased cost of appraisal. Installation estimates received were higher than anticipated. This modification brings the total project cost to \$172,570 with a Federal Share of \$129,427 (75%). See table below for resulting funding amount.

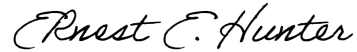
4248-0015 Hattiesburg Acquisition				
	Total Cost	Fed Share	% Fed Share	Non Fed Share
Current	\$ 153,459	\$ 115,094	75.00%	\$ 38,365
SOW-C	\$ 19,111	\$ 14,333	75.00%	\$ 4,778
New Total	\$ 172,570	\$ 129,427	75.0%	\$ 43,143

FEMA will not establish activity completion timeframes for individual subgrants. HMGP application period for DR-4248 closed on April 14, 2017. The period of performance (POP) of the grant award will be 36 months from the close of the application period for DR-4248. Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date.

The obligation report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from Smartlink on sub-account number 4248MSP00000155.

If you have any further questions, please contact Catherine Strickland (770) 220-5328.

Sincerely,

A handwritten signature in black ink, reading "Ernest E. Hunter". The signature is written in a cursive style with a large, stylized "E" and "H".

Richard S Flood, CFM, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure

5/17/2019
10:57 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4248	15 - R	1	15	2	15	MS	Statewide

Sub-Recipient: Hattiesburg

Project Title : Hattiesburg Acquisition Project

Sub-Recipient FIPS Code: 035-31020

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$129,427.00	\$129,427.00	\$0.00	\$0.00

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$14,333.00	\$0.00	\$0.00	\$14,333.00	05/17/2019	Accept	2019

Comments

Date: 05/17/2019 User Id: CSTRICK5

Comment: 4248-0015-R Hattiesburg Acquisition obligation of \$14,333 Federal Share for an overrun due to higher appraisal cost.

Date: 05/17/2019 User Id: DBURKETT

Comment: 4248-0015-R-DR-MS-HMGP Hattiesburg Grant Period of Performance April 4, 2020 Application 15 Hattiesburg Acquisition Project Allocation 15 reported May Spend Plan Federal share \$14,333.00 cost overrun Supplement 15 approved, HMO

Authorization

Preparer Name: CATHERINE STRICKLAND

Preparation Date: 05/17/2019

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 05/17/2019



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 20, 2019

Re: Acknowledge proposals received July 11, 2019 for Debris Monitoring Services in the event of a disaster in accordance with FEMA recommendations; Accept proposal from DebrisTech, LLC and authorize Mayor to execute contract upon preparation.
File Number: 2019-70
Minute Book #

Summary

Acknowledge proposals received July 11, 2019 for Debris Monitoring Services in the event of a disaster in accordance with FEMA recommendations; Accept proposal from DebrisTech, LLC and authorize Mayor to execute contract upon preparation.

Recommendation Statement

This is a pre-disaster proposal to provide debris monitoring services should a disaster occur. The city engineer recommends approval.

Please place this on the August 20, 2019 City Council meeting for consideration.



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

CITY OF HATTIESBURG, MS CITY CLERK

**RFP DEBRIS MONITORING SERVICES
DUE: 10:00 AM JULY 11, 2019**

Prepared by:

DebrisTech, LLC
925 Goodyear Blvd
Picayune, MS 39466

Contact:

Brooks Wallace, P.E.
601-916-1113 (cell)
brooks@debristech.com

Protecting Communities. Leading Recovery.



Table of Contents

Letter of Transmittal	01
5 Reasons Why	02
Section 1 : Qualifications of the Firm	
Company Profile	04
Documentation of Experience.....	06
Puerto Rico DTOP	08
“The Beaches”	09
Central, LA 1000 Year Flood	10
Memphis, TN	11
Section 2 : Qualifications of the Staff	
Brooks Wallace	13
Ryan Holmes.....	14
Les Dungan.....	15
Jeff Dungan.....	16
Lee Mock.....	17
Tyler Williamson	18
John McNeese	19
Dennis Cruthirds	20
Organizational Chart	21
Section 3 : Technical Approach	
Scope of Services	23
Positional Duties	24
Real Time Technology	29
Debris Removal Process	30
System Overview	31
System Components	32
Truck Certification	34

Table of Contents

Project Approach	39
Sample Reports	41
Section 5 : Cost Proposal Form	
Provided Cost Proposal Form.....	49
Section 4: References	
Debris Monitoring Client List.....	51
References Letters.....	52



Proposal Evaluation Committee

City of Hattiesburg, MS

Subject: RFP - Debris Monitoring Service

DebrisTech, LLC is a full service debris management firm which is built upon a foundation of experience, knowledge and technology. The team at DebrisTech is comprised of individuals with direct and relevant experience in the field of disaster response and recovery, including disaster debris monitoring. Our principal engineers come to the table with a combined half century of experience in dealing with FEMA, disasters, debris removal, and the necessary management that has to take place within a county or city to navigate the after effects of any kind of storm. In addition, our integral but non-human part of our team, is an Electronic Debris Management System which incorporates cutting edge technology and industry first process automation which serves as a real time audit system for all debris removal operations. The core of our operations is built upon streamlining the recovery process while automating the data collection for reimbursement purposes, ultimately ensuring the entire process operates quickly and efficiently.

Following the aftermath of the 2013 Moore, Oklahoma F5 Tornadoes, FEMA created a Best Practices video that highlighted our Firm's work in that area. One FEMA Official described our operation as "The most effective debris monitoring operation I've seen in the field and believe this could be a model for debris monitoring in the future." The complete video is available for online viewing at: www.fema.gov/media-library/assets/videos/83001

Our recent Mississippi debris monitoring experience includes : City of McComb, MS (May 2019), Monroe County, MS (May 2019), City of Columbus, MS (March 2019), Claiborne County, MS (August 2017), City of Durant, MS (May 2017) Holmes County, MS (May 2017), Yazoo County, MS (May 2017), Montgomery County, MS (May 2017), Hattiesburg, MS (January 2017), Marshall County, MS (January 2016), Benton County, MS (January 2016). A more detailed description of some of our past Mississippi projects, plus others, are included in our proposal.

Brooks Wallace, the creator and founder of DebrisTech, and Tyler Williamson, a highly capable project manager who served the city in 2017, will be handling the day to day requirements of your project as representatives of DebrisTech. DebrisTech has fully responded to contract activations across Mississippi, within 48 hours. DebrisTech is prepared to do the same for the City of Hattiesburg. Please feel free to contact me directly, as the main point of contact and authorized negotiator, on my cell phone, 601-916-1113, or by email, brooks@debristech.com.

Thank you,

Brooks R. Wallace, P.E., President

Protecting Communities. Leading Recovery.

925 Goodyear Boulevard ~ Picayune, Mississippi 39466 ~ www.DebrisTech.com



5 Reasons Why DebrisTech is the Best Solution

1. Recent, Relevant Experience

DebrisTech, LLC is a full service Debris Monitoring service provider, solely focused on providing its Clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, DebrisTech provides Debris Monitoring Services to clients across the United States.. **In the last 2 years, DebrisTech provided Debris Monitoring Services to 26 Clients in 8 different States, and Puerto Rico, in response to 4 Federally Declared Disasters.** Our experience is very recent and very relevant to the scope of services outlined in the RFP.

2. Cutting Edge Technology

DebrisTech has the most innovative, advanced, user friendly Automated Debris Management System (ADMS) in the industry. **Using an ADMS eliminates the manual labor, human error, and potential fraudulent activities associated with the traditional paper ticket system.** The DebrisTech ADMS has many different Fraud and Abuse countermeasures to protect the client from potential costly de-obligations. This is why many entities are requiring the use of an ADMS and not allowing the traditional paper ticket system. Our system was developed and coded in house, by people with direct experience with the debris monitoring process. Our system is the only system in the industry that has a 3 point scan, with pictures, GPS coordinates and timestamps included at every stage of the debris removal process, all delivered to our Clients in Real Time. Along with these features the DebrisTech ADMS has the ability to identify the entity where it's being operated. Using the Client's shape file each device can identify its location and determine if a ticket should issued or not. If the device is outside of the Client or within an unauthorized city it will not allow a ticket to be issues for the load. This prevents one entity from paying for debris that is not their responsibility. **Also, as mentioned in the Proposal Cover Letter, FEMA made a Best Practices Video following the 2013 Moore, Oklahoma F5 Tornado that featured our system.**

3. Simple, Competitive Pricing

DebrisTech's pricing structure is very simple and very straightforward. The use of our Automated Debris Management System (ADMS) is included in the rates listed in our proposal. **Most of our competitors have additional hourly charges if the Client wants to use an ADMS.** Also, there are some positions listed on the price proposal form that are not necessary when using the DebrisTech's ADMS. **Not utilizing these positions will certainly result in a cost savings to the Client.**

4. Innovative Right-of-Entry Module

DebrisTech's Right of Entry Module is seamlessly integrated into the DebrisTech ADMS. Our ROE System simplifies the entire ROE process by tracking each property from the Application Phase to the Final Inspection and Closeout Phase. **Our system was developed and implemented for Moore, Oklahoma in 2013 and was the model for Louisiana following the 2016 Floods.** Not all disasters qualify for ROE assistance. However, we have the knowledge and experience to request and implement the program when the Disaster Specific Guidance permits.

5. Personal Attention, Unmatched Service

DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. We realize that most of our Clients call on us during times of distress, and we recognize the tremendous responsibility associated with accurately and thoroughly documenting the debris removal process. This is why one of our Principals will always be on site during the startup phase of the project. For most Clients, Debris Removal is the single largest expense resulting from a natural disaster. Improper or incomplete Debris Monitoring can potentially cost the Client millions in reimbursements. DebrisTech is committed to providing the attention and service that is second to none.

Section 1 : Qualifications of the Firm



Company Profile



DebrisTech, LLC

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from start to finish.

Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations. The system can also provide agencies, such as FEMA or the Inspector General, real time access to the data. This access allows auditors to begin their task early, meaning quicker reimbursement and recovery.

DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. We realize that most of our Clients call on us during times of distress and we recognize the tremendous responsibility associated with accurately and thoroughly documenting the debris removal process. DebrisTech is committed to providing the attention and service that is second to none.

Brooks Wallace, P.E. is the Managing Member of DebrisTech, LLC. DebrisTech is a Mississippi Limited Liability Corporation authorized to perform business in the State of Mississippi. The federal identification number is 27-3362906.

Protecting Communities. Leading Recovery.

Debris Removal Monitoring Services which ensure:

- Efficiency
- Accuracy
- Cost Effectiveness
- FEMA Compliance
- Safety
- Equity

FEMA Compliance

Monitoring the debris removal process from site loading to disposal with electronic tracking ensuring FEMA COMPLIANCE. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

DebrisTech will Identify possible health/safety risks, verify operational compliance with FEMA eligibility criteria, check debris loading, staging, reduction, and disposal sites to ensure compliance with PA eligibility criteria, validate truck and trailer capacity certifications, evaluate operational efficiency, and oversee documentation requirements as outlined by FEMA. Our goal is to handle all monitoring of the debris removal process to ensure all guidelines are followed and your operations meet FEMA eligibility requirements.



**Section 1 : Qualifications Of The Firm**

Documentation of Experience



DebrisTech has helped communities across the country pick up the pieces after major disasters. Our team members have lived through hurricanes and other disasters, and we've seen first-hand what it means to a community and its residents. Our mission is to alleviate the burden of monitoring the process of the debris removal so that the leaders and residents of stricken communities can focus on each other and begin to heal, and ensuring that all costs incurred are eligible for reimbursement by FEMA. Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of Removal Contracts and Reimbursements
- Accurate and Objective Estimation of Debris Quantities
- Understanding of All Phases of Debris Management Operations
- Knowledge of Loading Sites, DMSs, and Final Disposition Sites
- Accurate Differentiation of Debris Types
- Adherence to and Understanding of Site Safety Procedures
- Effective and Efficient Communication
- Experience and Knowledge of Construction Machinery

Let our experience and understanding work for you.

Protecting Communities. Leading Recovery.



DEBRIS MONITORING CLIENTS

Event	Client	Point of Contact	Title	Contact
Tornado 2019	City of McComb, MS	Quodiniiah Lockley	Mayor	601-684-4000
Tornado 2019	Monroe County, MS	Sonny Clay	Road Manager	662-319-7881
Tornado 2019	City of Columbus, MS	Casey Bush	Public Works Director	662-329-5116
Hurricane Michael 2018	Wiregrass Electric Coop	Jason Thrash	Project Engineer	334-712-0714
	Baker County, GA	Sherry Bailey	County Administrator	229-734-3007
	Lee County, GA	Mike Sistrunk	Co-County Manager	229-759-6000
	Miller County, GA	Corey Thomas	Deputy EMA Director	229-758-4122
	Mitchell County, GA	Clark Harrell	County Administrator	229-336-2000
	Panama City, FL	Shane Dougherty	Solid Waste Superintendent	850-872-3172
	Bay County, FL	Don Murray	General Services Director	850-248-8732
Hurricane Florence 2018	Pamlico County, NC	Tim Buck	County Manager	252-745-3133
	Town of Hope Mills, NC	Melissa Adams	Town Manager	910-426-4114
	Cape Carteret, NC	Zachary Steffey	Town Manager	252-393-8483
Hurricane Maria 2017	Puerto Rico Department of Transportation and Public Works	Ing. Emilio Garay Vega; PE, RPA	Special Assistant to the Executive Director of DTOP	787-722-2929 ext. 3034
	Puerto Rico Aqueduct and Sewer Authority	Arnoldo Colon Maldonado	Corporate & Strategic Planning Vice President	787-620-2277 ext. 2412
Hurricane Irma 2017	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
	Forsyth County, GA	Chris Grimes	EMA Director	770-205-5674
	Bibb County, GA	Spencer Hawkins	Emergency Mgt	478-832-6300
	Jacksonville Beach, FL	Dennis Dupries	Engineering Project Manager	904-226-3811
Hurricane Harvey 2017	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Tennessee Straight Line Winds 2017	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
Mississippi Straight Line Winds 2017	Holmes County, MS	Charlie Joiner	County Administrator	662-834-0911
	City of Durant, MS	Tasha Davis	Mayor	662-653-3221
	Yazoo County, MS	Donna Kraft	County Administrator	662-746-8668
	Montgomery County	Ryan Wood	Chancery Clerk	662-283-2333
Jan Tornado 2017	City of Hattiesburg	Larry Barnes	Public Works Director	601-545-4545
	Lamar County	Joseph Waits	County Administrator	601-794-1008
Hurricane Matthew 2016	Jacksonville Beach, FL	Ty Edwards	Public Works Director	904-226-3811
	Atlantic Beach, FL	Don Jacobovitz	Public Works Director	386-916-7381
	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
Summer Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
	City of Central, LA	Jr. Shelton	Mayor	225-936-9687
	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
	City of Clinton, LA	Lori Ann Bell	Mayor	225-244-2288
Spring Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
	Caldwell Parish, LA	Wanda Stowe	Sec/Treasurer	318-649-2681
Tornado 2015	Marshall County, MS	Larry Hall	County Administrator	662-544-1952
	Benton County, MS	Ricky Pipkin	President, Board of Supervisors	662-541-6853
Tornado 2014	Marion County, MS	Terry Broome	President, Board of Supervisors	601-736-7382
	City of Tupelo, MS	Don Lewis	Chief of Operations	662-871-8169
	Itawamba County, MS	Gary Franks	County Administrator	662-401-4967
	Winston County, MS	Julie Cunningham	Chancery Clerk	662-773-3631
	City of Pearl, MS	Brad Rogers	Mayor	601-540-3962
	Lamar County, MS	Chuck Bennet	County Commissioner	601-794-3406
EF5 Tornado 2013	Moore, OK	Stan Drake	Deputy City Manager	405-793-5200
	Mustang, OK	Justin Battles	Assistant City Director	405-376-4521
Super Storm Sandy	Nassau County, NY	Richard Iadevaio	Superintendent of Highway Construction	516-571-6824
	Long Beach, NY	Jim Lacarrubba	Commissioner of Public Works	516-431-1011
	Town of Hempstead, NY	Craig A. Mollo	Deputy Commissioner of Highways	516-812-3455
	Village of Garden City, NY	Ed Fronckwicz	Recreation Department	516-465-4079
Hurricane Isaac 2012	Lincoln County, MS	David Fields	County Administrator	601-835-3421
	Pearl River County, MS	Adrain Lumpkin	County Administrator	601-403-2302



Puerto Rico DTOP - Hurricane Maria



Project Highlights

- 1,303,358.2 CY of Vegetative Debris Monitored and Documented and counting
- 78,358.7 CY of C&D Debris Monitored and Documented and counting
- 300 Debris Removal/Trimming Crews
- 8 Disposal Sites in Operation

On September 20, 2017, Puerto Rico, the American Territory roughly 1,000 miles off the coast of Florida, was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the 3,500 sq miles Island leaving devastation in its wake. That record-setting storm left more than 90% of the island in the dark; with a debris field that encompassed all of Puerto Rico.

The Government of Puerto Rico elected to divide the Island into 5 Zones and hired two, third party private consultants to Monitor and Document the removal and disposal of the storm generated debris. DebrisTech was selected to monitor the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria.

Utilizing DebrisTech's EDMS to monitor and record the Contractor's activities, the local government is able to track and manage their recovery in these zones with access to real-time information.

DebrisTech mobilized within 24 hours after Notice to Proceed while amassing a staff of 40 trained monitors and a management staff of 16 full-time DebrisTech employees keeping pace with the local government's desire to begin the recovery process as soon as possible.

DebrisTech is honored to be considered one of the top 2 firms in our respected field based on our past and current performances aiding cities, counties, states, and territories across the country in recovering from their own unexpected natural disasters. Due to the amount of personnel demand over a sustained period, coupled with agreed upon payment terms, this project is a shining example of DebrisTech's ability to engage in multi-million dollar endeavors across the country.

Service Dates:

November 2017 - Present

Client Contact Information

Ing. Emilio Garay Vega; PE, RPA
Special Assistant to the Executive Director of DTOP
787-722-2929 ext. 3034
<mailto:egaray@dtop.pr.gov>

Protecting Communities. Leading Recovery.



"The Beaches" - Florida



In 2014 the **City of Jacksonville Beach** procured DebrisTech to provide debris monitoring services until 2019. This pre-procured contract and their approved debris management plan have allowed them to be fully prepared for the last 3 major hurricanes. DebrisTech was contractually required to be in the EOC within hours of each storm's passing to begin the first push and the required debris removal documentation.

Upon activation in 2016 for Hurricane Matthew, DebrisTech was recognized as a necessity by two neighboring beach cities, **Neptune Beach and Atlantic Beach**. These cities utilized the cooperative purchasing clause in Jacksonville Beach's RFP to enter into an agreement with DebrisTech to provide debris monitoring services in October of 2016.

DebrisTech was responsible for documenting every hazardous limb and tree, along with every load of storm-generated debris, from these 3 cities. DebrisTech also documented the removal of this debris to its final resting place in the haul out phase.

After Irma in 2017, DebrisTech was able to monitor and document the removal of all eligible storm-generated debris, along with hundreds of hazardous trees and limbs, from the public right of way for all 3 cities. Because of the geographic proximity of these cities, DebrisTech was able to leave 1 project manager to service and address any concerns brought up by each city.

Project Highlights

- 240,000 CY of Debris Monitored and Documented
- 1,500 Hazardous Hanger and Leaner Tickets Processed
- Vegetative, C&D, and HHW Debris Classified, Removed, and Disposed
- 3 Temporary Disposal Sites
- 40 Monitors and other Staff members

Service Dates:

October 2016 -January 2017

October 2017 - January 2018

Client Contact Information

Dennis Dupries, Construction Engineering Project Manager, Jacksonville Beach

904-247-6220

ddupries@jaxbchfl.net

Leon Smith, Public Works Director, Neptune Beach

904-270-2423

leonsmith@neptune-beach.com

Scott Williams, Director of Public Works, Atlantic Beach

904-247-5834

swilliams@coab.us

Protecting Communities. Leading Recovery.



City of Central, LA



The City of Central, LA, located in the East Baton Rouge Parish, experienced extensive rainfall on August 14th, 2016. The heavy rainfall resulted in unparalleled flooding in 24 parishes across the state of Louisiana. The floods left the City with an estimated 350,000 Cubic Yards of storm-generated debris to remove from the public right of way, in addition to hundreds of white goods and thousands of Cubic Yards of private property debris.

The City of Central elected to hire a private contractor to remove and dispose of this debris, citywide. DebrisTech was tasked with monitoring and documenting all debris removal activities and ensuring that reimbursement would not be jeopardized.

The City needed a system that could not only accurately track and document its Debris Removal activities, but also provide officials with real-time information about the progress of the recovery.

DebrisTech provided its Electronic Devices to the monitors and provided training and support of these devices throughout the debris removal operations. DebrisTech mobilized within 24 hours after Notice to Proceed was given by the City.

Project Highlights

- 110 Right of Entry Removals Executed
- 420,000 CY of Debris Monitored and Documented
- Multi-Jurisdictional Impact Zone
- Implemented a Triple Part Scan System
- Provided Real Time Web Access to Data
- Focus on C&D Debris Associated with Flooding

DebrisTech was able to accurately document and track debris classified into different categories (C&D or Vegetative) throughout the Parish and City, Right of Ways and provide detailed reports and statistics for the debris removed for each Applicant in real time.

The level of documentation provided by the DebrisTech Electronic Debris Management System was a critical component of the City of Central's recovery process.

Service Dates:

August 2016 -January 2017

Client Contact Information

Mr. Junior Shelton

Mayor

225-936-9687

jr.shelton@central-la.gov



Memphis, TN



Memphis, TN was affected by a straight line wind event in late May of 2017. This event resulted in 100 MPH winds decimating the natural foliage caused citywide blackouts, and made hundreds of homes uninhabitable.

The city of Memphis was declared a federal disaster and entered into a contract with DebrisTech to document the removal of eligible storm debris, to include leaner and hangers, and to implement our renowned Right of Entry documentation system. As is done for every client, DebrisTech documented the removal of eligible storm debris with its nationally recognized ADMS. DebrisTech does not provide services to a client without the ADMS and has never failed to respond to a contract activation.

After 3 months of Debris Removal operations, tree trimming was in full swing. Nearly fifteen thousand leaning trees or hanging hazardous branches were removed and documented.

Project Highlights

- 425,000 CY of Debris Monitored and Documented
- 14,000 Leaners and Hangers Documented
- 8,600 Load Tickets Processed
- 40 Debris Removal Crews
- 3 Disposal Sites in Operation
- Focus on Vegetation & ROE

After hazardous tree issues were serviced in the public right of way, the right of entry process was approved. The city began entering private property of those who qualified to remove hazardous/threatening trees. This act will no doubt save the city and its citizen time and expense in the future. The level of documentation provided by the DebrisTech Electronic Debris Management System was a critical component of Memphis' recovery process.

Service Date

June 2017 - January 2018

Client Contact Information

Mr. Philip Davis
Deputy Solid Waste Director
901-576-6872
philip.davis@memphistn.gov

Section 2 : Qualifications of the Staff





Key Staff

Brooks Wallace, P.E., President

brooks@debristech.com

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. Mr. Wallace realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing clean up efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of Debris Monitoring and Compliance.

Mr. Wallace has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi dealing with disaster-related services, including the aftermath of Hurricane Katrina, Mr. Wallace was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring at the time.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns.

For this project, Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management.

The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Headquartered at 925 Goodyear Blvd., Picayune, MS 39466

Education

Bachelor of Science Civil Engineering
University of Mississippi, 2002

Positions

- Founder/Creator
DebrisTech
2010 - Present
- Principal Engineer
Dungan Engineering, PA
2002 - Present

Debris Monitoring Experience

- DebrisTech Projects since 2010
- Dungan Engineering Debris Monitoring 2005 - 2010

**Ryan Holmes, P.E.**

ryan@dunganeng.com

Ryan A. Holmes is a licensed engineer and Project Manager at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has nearly 10 years of diversified civil engineering experience. Mr. Holmes is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal and disaster recovery projects. He worked on several project along the Mississippi coast in the aftermath of Hurricane Katrina. Most recently, Mr. Holmes assisted several communities in the recovery of Hurricane Isaac in Mississippi and Superstorm Sandy in New York. Utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

With DebrisTech, Mr. Holmes has helped cities and communities address their recovery needs through expertise, technology and knowledge. Past experience together with these skills make Mr. Holmes a valuable asset to DebrisTech. We provide vision and leadership for our clients, integrating new technology and delivery of unparalleled Debris Monitoring and Compliance.

DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of cutting edge technology in a way that is easily deployable and repeatable. He intends to utilize

his skills dealing with municipalities and government agencies to raise the standards of Debris Monitoring Services for all companies and strives to be a leader in the industry.

Education

Bachelor of Science Civil Engineering
University of Mississippi, 2004

Positions

- Principal & Owner
DebrisTech
2012 - Present
- Principal Engineer
Dungan Engineering, P.A.
2007 - Present

**H. Les Dungan, III, P.E., P.L.S.**

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for 20 years. He has also served as County Engineer for Pearl River County for 15 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1987

Positions

- Principal & Owner
DebrisTech
2010 - Present
- Principal Engineer
Dungan Engineering, P.A.
1993 - Present

**Jeff J. Dungan, P.E., P.L.S.**

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge

replacements, water and waste-water treatment plants, industrial buildings and airports.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1988

Positions

- Principal & Owner
DebrisTech
2010 - Present
- Principal Engineer
Dungan Engineering, P.A.
1993 - Present

**J. Lee Mock, P.E., P.L.S.**

jeff@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1994

Bachelor of Business Administration
University of Mississippi, 1990

Associate of Arts
Pearl River Community College, 1988

Positions

- Principal & Owner
DebrisTech
2010 - Present
- Principal Engineer
Dungan Engineering, P.A.
1994 - Present



Tyler Williamson

twilliamson@debristech.com

Tyler Williamson is a Project Manager with DebrisTech. Collateral duties include the daily operations of the assigned project. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. Mr. Williamson is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Williamson has worked on 30 debris removal and disaster recovery projects. He has worked on several projects along North Florida in the aftermath of the string of the hurricanes of 2016 & 2017. Currently, Mr. Williamson is leading our efforts in Puerto Rico. He has successfully assisted the aforementioned clients with “cradle to grave” documentation of debris collection and disposal.

Headquartered at 925 Goodyear Blvd., Picayune, MS 39466, Mr. Williamson has helped cities and communities address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills make him a valuable asset to DebrisTech.

Education

Bachelor of Science Business Administration,
University of Mississippi

Associate of Arts, Hinds County Community College

Positions

- Project Manager
DebrisTech
2014 - Present
- Operations Manager
DebrisTech
2017 - Present

Debris Monitoring Projects

In Progress

- Panama City/Bay County, FL December 26, 2018 - Present - 1,800,000 - currently
- 2018 Puerto Rico DTOP & ASA September 2017- Present -1,200,000 CY

Projects - Complete

- 2017 Jacksonville Beach, FL -84,000 CY
- 2017 Neptune Beach, FL -40,000 CY
- 2017 Atlantic Beach, FL -55,000 CY
- 2017 McIntosh County, GA -80,000 CY
- 2017 Macon-Bibb County, GA -60,000 CY
- 2017 Memphis, TN -300,000 CY
- 2017 Holmes County, MS -60,000 CY
- 2017 Yazoo County, MS -8,200 Tons
- 2017 Hattiesburg, MS -150,000 CY
- 2017 Lamar County, MS -20,000 CY
- 2016 Central, LA -380,000 CY
- 2015 Winston County MS 145,000 CY
- 2014 Pearl, MS 60,000 CY
- 2014 Tupelo, MS 300,000 CY



John McNeese

jmcneese@debristech.com

John McNeese has been working as a project manager with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history. Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding.

Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Panama City and Bay County, FL following Hurricane Michael.

Education

Bachelor of Science University Studies- University of Mississippi

Positions

- Project Manager DebrisTech 2012 - Present
- Project Manager TL Wallace Construction 2010
- Project Manager Wallace Environmental 2010/2011
- Commercial/Residential/Farm and Land Appraiser 1997-2016

In Progress

- Panama City/Bay County, FL December 26, 2018 - Present - 1,800,000 - currently
- Mitchell County, GA - February 2019-Present
- 2018 Puerto Rico DTOP & ASA September 2017-Present -1,200,000 CY

Projects - Complete

- 2017 Holmes County, MS -60,000 CY
- 2017 Montgomery County, MS - 50,000 CY
- 2017 Central, LA Drainage Project
- 2016 Central, LA -380,000 CY
- 2013 Columbia, MS 55,000 CY
- 2012 Moore, Ok_172,000 Tons



Dennis Cruthirds

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, QA/QC of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has nearly 18 years of experience in construction material testing and a decade of debris monitoring. He draws from his experience with municipal, county, and state governments, along with private clients. He has worked on numerous debris removal monitoring and disaster recovery projects. Beginning in 2008, he managed the monitoring operations for several communities in the recovery efforts post-Hurricane Gustav in Louisiana, and Hurricane Isaac in Mississippi. Mr. Cruthirds has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Mr. Cruthirds has helped cities and communities address their recovery needs through expertise, technology, and knowledge. He is currently serving as a project/site manager in Puerto Rico, after the affects of Hurricane Maria. In the event this project is awarded to DebrisTech, he will be moved to the project area to begin debris removal monitoring operations within the required response time.

Headquartered at 925 Goodyear Blvd., Picayune, MS 39466.

Positions

- Project Manager
DebrisTech
2012 - Present
- CMT Lab Manager
Dungan Engineering, P.A.
2007 - Present Debris Monitoring Projects

Training

FEMA certified through Emergency Management Institute

- IS-00019.15 FEMA EEO Supervisor Course
- IS-00020.15 Diversity Awareness
- IS-00546.a Continuity of Operations Awareness Course
- IS-00548 Continuity of Operations Manager
- IS-00632.a Introduction to Debris Operations
- IS-00634 Introduction to FEMA's Public Assistance Program

In Progress

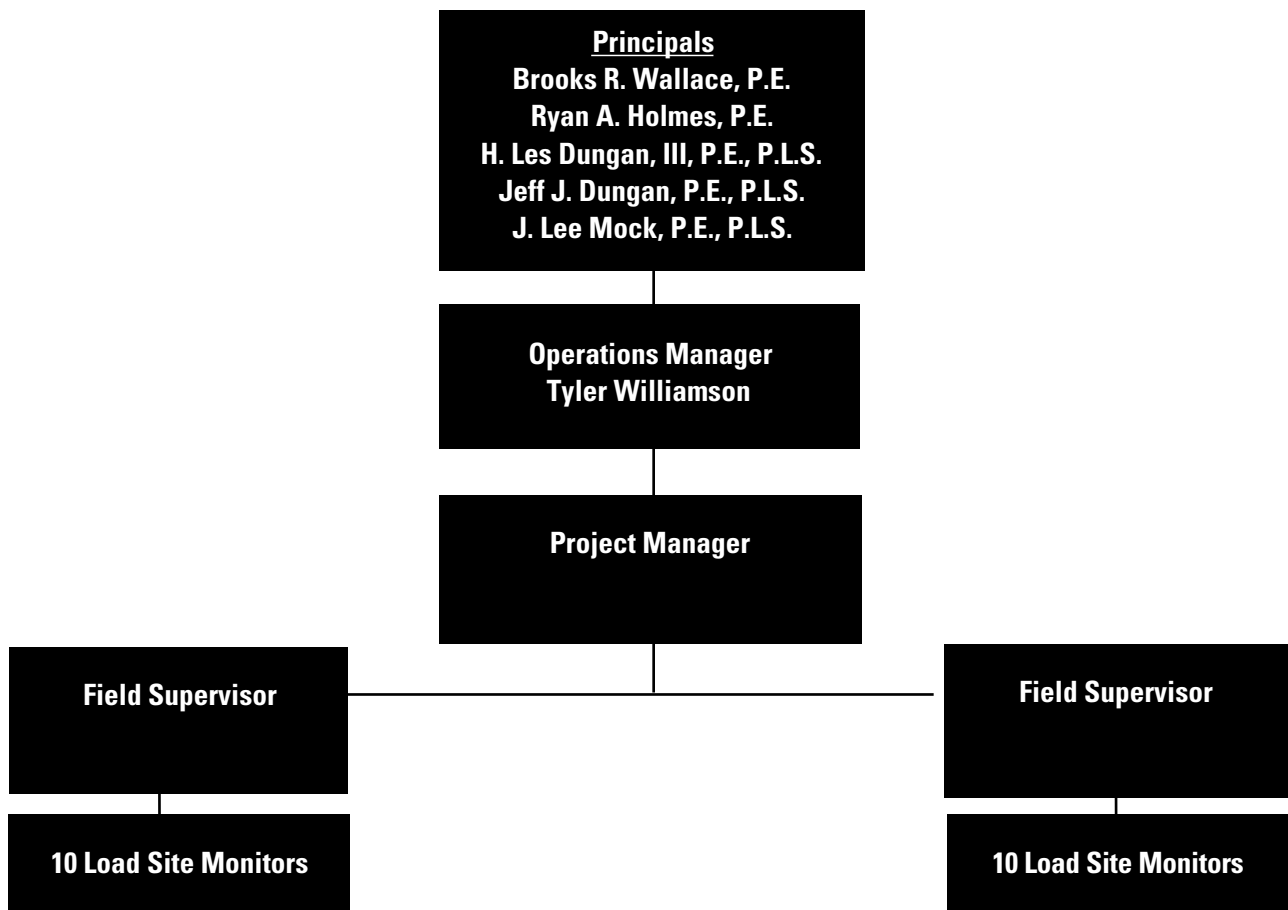
- 2018 Puerto Rico DTOP & ASA September 2017-Present -1,200,000 CY

Projects - Complete

- 2017 Holmes County, MS -60,000 CY
- 2017 Yazoo County, MS -8,200 Tons
- 2017 Hattiesburg, MS -150,000 CY
- 2016 Central, LA -380,000 CY
- 2015 Winston County MS 145,000 CY
- 2014 Pearl, MS 60,000 CY
- 2014 Tupelo, MS 290,000 CY
- 2014 Marion County, MS - 55,000 CY
- 2013 Moore, OK - 172,000 tons
- 2012 Nassau County, NY - 1,034,000 CY
- 2012 Lincoln County, MS 29,000 CY

Protecting Communities. Leading Recovery.

City of Hattiesburg, MS Organizational Chart



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor.
The Field Supervisor position will be staffed at one Supervisor per ten Monitors.

Protecting Communities. Leading Recovery.

Section 3 : Technical Approach





Scope of Service

Management Plan

DebrisTech understands that Hattiesburg will require disaster debris monitoring services to support the oversight and management of debris recovery contractors and other damages incurred following a natural disaster.

DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

Debris Monitoring Services

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. The contract monitors are necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way, private property, drainage areas, waterways, and other public, eligible or designated areas. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic (**paperless**) debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.

Positional Duties



1. General

- 1.1. **The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris-generating event such as a hurricane, storm, or other event and debris management expertise.** The contract monitors are necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way, and public property, monitoring the debris management sites, as well as roving debris monitors, to assure that the debris management plan and contracts are effectively and efficiently implemented. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues and disputes.
- 1.2. **Within 24 hours of notification,** DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites along with associated roving debris monitors. DebrisTech will increase its staffing from this point depending on the severity of the debris managing event. At the discretion of the The Client's Debris Manager, DebrisTech may be required to replace any debris monitor.
- 1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state, and local requirements.
- 1.4. DebrisTech will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor or the Debris Manager as may be necessary. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.
- 1.5. DebrisTech will utilize the **DebrisTech Electronic Debris Management System** to collect and report documentation of debris removal activities. More information about the DebrisTech Electronic Debris Management System is provided in herein.
- 1.6. DebrisTech will provide temporary office space and temporary sanitary facilities as necessary.

2. Load Site Monitoring Services

- 2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris cleared.
- 2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.
- 2.3. DebrisTech will provide all employees with **DebrisTech handheld devices**. These devices will provide each employee the ability to capture GPS coordinates, take digital photographs and communicate wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor,



transportation, mobile communication equipment, all safety equipment, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.

- 2.4. DebrisTech will be prepared to provide a **Loading Site Monitor per site** per day at a minimum of a 12-14 hour shift. DebrisTech will provide personnel with transportation to and from loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistical support.
- 2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 2.6. All Loading Site Monitors will have experience in at least one (1) of the following:
- Entry Level Engineer
 - Construction Inspector
 - Entry Level Surveyor
 - Previous Similar Monitoring or Inspection Experience
 - Solid Waste Site Operations
 - Land Clearing Operations
 - Solid Waste Collections
- 2.7. Supervisors and all identified Loading Site Monitors will attend a **½ day debris monitor training session**. Training will be the responsibility of DebrisTech and will be coordinated with the The Client's Debris Manager.
- 2.8. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

3. Debris Management Site Monitoring Services

- 3.1. The primary function of the Debris Management Site Monitors is to complete the documentation of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.
- 3.2. DebrisTech will provide **Debris Management Site Monitors** with DebrisTech handheld devices. These devices will provide each employee the ability to capture GPS coordinates, take digital photographs and communicate wirelessly with the DebrisTech Central Information Database. The Monitor will input the estimated debris volume into the DebrisTech handheld device which will automatically upload all the load information into the Central Information Database and generate a paper disposal ticket for the driver. DebrisTech will also provide Debris Site Monitors with all safety equipment and other equipment necessary to safely perform the site monitoring functions.
- 3.3. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.4. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.5. Monitors will have experience in at least one of the following job categories:
- Entry Level Engineer
 - Construction Inspector
 - Entry Level Surveyor
 - Previous Similar Monitoring or Inspection Experience
 - Solid Waste Site Operations
 - Land Clearing Operations
 - Solid Waste Collections



- 3.6. Supervisors and all identified Debris Management Site Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4. Roving Debris Monitor Services

- 4.1. The function of the Roving Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.
- 4.2. DebrisTech will provide at least **one (1) monitor for each debris pickup zone** to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.
- 4.3. DebrisTech will provide all Roving Debris Monitors with DebrisTech handheld devices. These devices will provide each employee the ability to capture GPS coordinates, take digital photographs and communicate wirelessly with the
- 4.4. DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, transportation, mobile communication equipment, all safety equipment, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.
- 4.5. All Roving Debris Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 4.6. All monitors will have experience in at least one of the following job categories:
- Entry Level Engineer
 - Construction Inspector
 - Entry Level Surveyor
 - Previous Similar Monitoring or Inspection Experience.
 - Solid Waste Site Operations
 - Land Clearing Operations
 - Solid Waste Collections
- 4.7. Supervisors and all identified Roving Debris Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 4.8. DebrisTech will provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
- 4.9. Roving Debris Monitors will be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high. Debris Project Management Services

5. Project Manager

- 5.1. The Project Manager shall be available at all times to the Debris Manager.



- 5.2. DebrisTech will provide the Client, the services of an experienced professional Project Manager to assist the Client in the operations and coordination of all activities associated with the Debris Management. The qualified individual will have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal, as well as management and coordination of post debris causing event recovery and FEMA reimbursement guidelines.

6. Operational Requirements

- 6.1. **General Operating Procedures:** The Client may hire a Contractor(s) to remove and transport disaster debris from the public access roadway, rights-of-way, and public property within the Client's designated area to debris management/disposal sites. **Each load of eligible debris shall be tracked using the DebrisTech Electronic Debris Management System.** The following guidance provides the basic procedure for the debris removal documentation process. Revised procedures, if necessary, may be established by the Debris Manager and shall be followed by DebrisTech in lieu of the following procedure.

- 6.2. **Load Tickets Section 1:** The Debris Loading Site Monitor is responsible for collecting specific information about each load of debris. **The Monitor will utilize the DebrisTech handheld device to scan the barcode on the truck placard.** Scanning the barcode on the truck captures the unique truck identification number which is used by the Central Information Database to relate specific information about the truck to the specific load. When the truck barcode is scanned, the DebrisTech handheld device automatically **captures the current GPS coordinates along with a date and timestamp.** The Monitor will then use the handheld device to take a digital picture of the loaded truck at the site and scan the barcode on a pre-printed paper ticket. The paper ticket is given to the truck driver and all information collected for **the load is wirelessly uploaded to the Central Information Database.**

- 6.3. **Load Tickets Section 2:** The Debris Management Site Monitor is responsible for determining the estimated volume of debris for each truck that enters the site. The Monitor will utilize the DebrisTech handheld device to scan the barcode on the paper ticket as well as the barcode on the truck. **When the truck barcode is scanned, the DebrisTech handheld device automatically captures the current GPS coordinates along with a date and timestamp.** The Monitor will then use the handheld device to take a digital picture of the loaded truck at the disposal site and enter the estimated volume of the load. The DebrisTech handheld device automatically generates a paper receipt that is given to the truck driver for his records and all information collected for the load is wirelessly uploaded to the Central Information Database.

6.4. Operation Requirements of Roving Debris Monitor(s):

- 6.4.1. The Roving Debris Monitor(s) will provide oversight of all debris removal and disposal operation provided by the debris removal and disposal contractor.
- 6.4.2. The Roving Debris Monitor(s) will be the "eyes and ears" in the field for the Project Manager. Therefore, their observations and reports must be backed up with digital photographs and video as necessary.
- 6.4.3. The Roving Debris Monitor(s) is/are expected to make multiple visits to all loading sites and debris management sites on a random daily basis. The Roving Debris Monitor(s) will be responsible for traffic control inspections as per MUTCD at all loading sites and debris management sites.



7. Reporting

- 7.1. DebrisTech will be utilizing the DebrisTech Electronic Debris Management System for documentation and reporting of debris removal activities. **The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database.** Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech handheld devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, etc, all available online in real time.
- 7.2. The Roving Debris Monitor(s) will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the Debris Manager. The report will be submitted to an immediate supervisor on a daily basis.
- 7.3. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. Supervisors will keep the Project Manager informed of situations that impact the execution of the debris removal contract.
- 7.4. DebrisTech will provide debris monitors with the means to communicate (cell phones, satellite phones, radios, etc.) with their supervisor or the Project Manager as may be necessary. DebrisTech supervision is responsible for resolving issues with truck drivers and other contractors' personnel.

8. Safety

- 8.1. All DebrisTech personnel will wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.
- 8.2. DebrisTech will maintain a **telephonic contact list at each loading site** and debris management site of the DebrisTech Project Manager, Contractor's supervisor, the Client's Debris Manager, nearest fire, police, and emergency medical facilities.
- 8.3. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.



Real Time Technology

What is DebrisTech?

The DebrisTech Electronic Debris Management System is modeled after a proven debris monitoring method that utilized a combination of hand written paper tickets, electronic databases, and a Geographic Information System (GIS). **The DebrisTech system follows this same model, but replaces the hand written tickets with real-time data collection devices.** Paper receipts are still available but are no longer the primary record.

DebrisTech handheld devices and software add a new level of documentation and security features. **The built-in automated fraud detection and audit tools greatly reduce the potential for fraudulent activities that might result in costly de-obligations.** The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

The Tech Behind DebrisTech

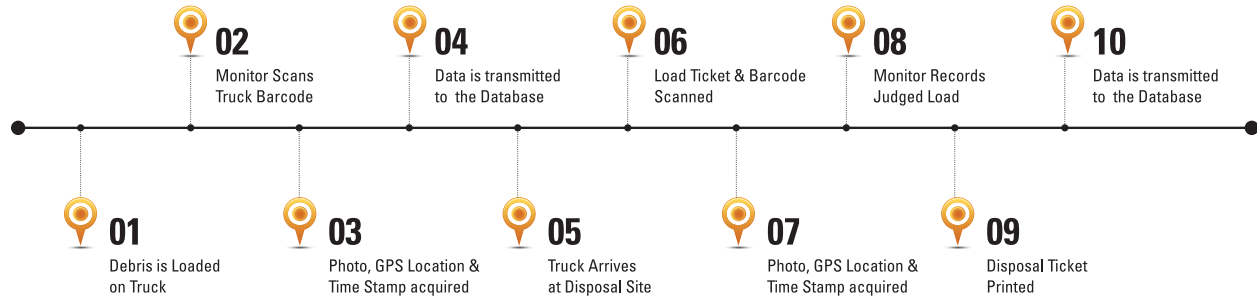
Debris Removal Monitors are issued DebrisTech handheld scanning devices, loaded with custom software configured specifically for their role. DebrisTech handhelds have the ability to scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs, and communicate via the internet using cellular networks. When loading and disposal data is collected, it is wirelessly uploaded to the DebrisTech Central Information Database.

At the loading location, a barcoded paper ticket is provided for the truck driver. The driver takes this ticket with the load to the disposal site. At the disposal site a second DebrisTech handheld device scans the ticket along with load and truck data. All information is recorded digitally and securely stored for post-disaster reference.





The Debris Removal Process



Real-time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.



Real-Time Data. Real-Time Recovery.



System Overview



The DebrisTech Electronic Debris Management System is modeled after a proven debris monitoring method that utilized a combination of hand written paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model, but replaces the hand written tickets with real time data collection devices. Paper receipts are still available but are no longer the primary record.

DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools greatly reduce the potential for fraudulent activities as well as streamline the reconciliation process. The system can also provide real time access for authorized users so that the audit and validation process can begin immediately, rather than months or years later. DebrisTech also has the flexibility and adaptability to meet the specific and potentially unique debris removal requirements of each specific event. In most cases, the system can be customized to meet mission specific requirements within hours of the request being made.

Since September 2012, DebrisTech has been utilized by more than 40 government entities in 15 different disasters and produced an unprecedented quality of documentation of the debris removal operations in these affected areas.

DebrisTech is a field proven system that will provide complete documentation of all debris removal activities. Specifically, DebrisTech was used in Mississippi following Hurricane Isaac, New York following Super-storm Sandy, in Moore, Oklahoma following the devastating May 20, 2013 Tornadoes. DebrisTech's work in Moore, OK has drawn a lot of attention from State and Federal stakeholders. There have been numerous occasions where both FEMA and USACE personnel working in the region have made special trips to Moore to see the system in operation. DebrisTech's work in Moore, OK has also prompted FEMA to create a Best Practices video that highlights DebrisTech's technology and processes that are being utilized in the recovery process.

Real-Time Data. Real-Time Recovery.



System Components



- DebrisTech Mobile Line Printer (MLP) Technology
- Serialized Barcoded Ticket Objects
- Barcoded Placards for Trucks and Trailers
- Employee ID Badge Printer
- Mobile Command and Communications Center
- Debris Load Ticket App
- Debris Disposal Ticket App
- Truck Certification App
- Right of Entry System App
- DebrisTech Central Debris Management Database

Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software configured specifically for their role. DebrisTech handhelds have the ability to scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in unrestricted fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it is wirelessly uploaded to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted when cellular network connectivity is obtained or alternatively when the devices are in range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

At the loading location, a barcoded paper ticket is provided for the truck driver. The truck driver takes this ticket with the load to the disposal site. At the disposal site a second DebrisTech handheld device scans the ticket along with load and truck data.

Real-Time Data. Real-Time Recovery.



A receipt for the truck driver is printed certifying the delivery. The paper receipts serve as tangible evidence for the driver and backup documentation in the event a contractor disputes payment for a particular load. State of the Art Tablet Field Devices – current generation Apple iPads® with 3G/4G connectivity housed in rugged OtterBox™ enclosures. Manual entry of data and the potential mistakes inherent are virtually eliminated with the DebrisTech process by using unique serialized debris ticket objects and an automated tracking system built around them.

The DebrisTech system was designed from the ground up to allow geographically diverse management and administration. This means that personnel management activities, as well as delegated DebrisTech system administration activities, can be performed from any location. In recent disasters however, the best location has been from the DebrisTech Mobile Command and Communications Center. Often times the command center is deployed immediately following an event and is self-contained, not requiring local infrastructure to be functional. Having fully equipped and qualified personnel on the ground in the days immediately following an event is a key component to a successful deployment of the system.

The DebrisTech system has certain common roles with privileges predefined, that determine who can create, update, and delete specifications, task orders, ROEs, transport container registrations, but it is also flexible in that new separated or combined roles can be created where field conditions, personnel training and experience permit.



000140653



Real-Time Data. Real-Time Recovery.



Truck Certification



The DebrisTech truck certification process registers authorized debris hauling vehicles and equipment by electronically registering debris contractor trucks, trailers and other hauling equipment. Digital images of each truck, trailer or other hauling equipment is electronically linked to each individual registration/certification. Each vehicle registration identifies the mission (contract number) and responsible governmental entity. Each registration record is permanently tied to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure are utilized (e.g. feet and inches) to record the vehicle volume capacity utilizing industry standard equations in each registration record created. **Optionally, each driver of each truck may be issued a unique bar coded DebrisTech ID that ties the driver to the load and/or haul vehicle.**

Each member of the certification team is issued a unique bar coded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature.

The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity. Vehicles that need recertification (obscured bar code placards, changes in sideboards, spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations. Certification records are available online and in downloadable and printable form for authorized users.

Real-Time Data. Real-Time Recovery.



Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and/or reviews the data but they are not intended nor can they be used to circumvent the signature capture requirement.

Each ticket has a barcode that is scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This is the first of a three factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and will not function on unauthorized devices. In most cases, these iPads are issued to individuals, but

a third factor, a literal signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter; that they are personally responsible for the accuracy of the data submitted.

At each point of the process, the transport barcodes are scanned, along with the tickets, establishing and verifying that the load and transport are inseparable throughout the process. This method has distinct advantages over other systems because the tracking device physically stays with the transport equipment at all times and mixing of trucks and trailer combinations are immediately detected. Up to four debris hauling pieces of equipment can be tracked per ticket, but in practice no more than three are likely.

A key advantage of these barcoded tickets is that they represent the load – and they travel with the load. At any point in the disposal process, the barcode can be scanned, and the load's complete history is available for review. This history includes photos of the debris when it is loaded and when it is assessed at the disposal site or intermediate checkpoint. A load presented for disposal (and subsequent billing) without a barcode is rejected.

These ticket objects or tokens are in different forms depending on the type debris being removed. **Stumps are tagged with a special single swing hammer applicator.** The tag consist of two parts, both with the barcode serial number, one that remains attached to the stump, and a second that can break away. The tag also serves as a size reference when using photos to audit the diameter called out by the inspector.

White goods are issued a yellow ticket with an adhesive barcode label attached. Its barcode can optionally be tracked further through the coolant recovery and recycling processes.

Real-Time Data. Real-Time Recovery.



The DebrisTech System also includes a Right of Entry module that streamlines the ROE process. The DebrisTech ROE Module automates the entire ROE process, from the application phase to ROE Closeout. Every aspect of the ROE program is captured electronically and is accessible through the DebrisTech Debris Management Database. Applications, Field Inspections, ROE Approvals, Work Orders, Final Inspections, and ROE Closeout Documents are all available to authorized users in real time. This real time access allows managers and contractors to always have up to date information about the status of every ROE entered into the system. Also, because the ROE system is an integrated part DebrisTech System, all information associated with the ROE, including the debris tickets generated from the ROE, is available in the same, user-friendly web interface.

ELECTRONIC ROE FORM

DEBRISTECH *ROE Field Inspection*

ROE Number: R00003P
Slab Removal: Yes

Back

ROE Address: 555 SW 10th St
Applicant: Richard Keane
Phone Number: 405-250-1303
Email: rkeane@debristech.net
Current Address: 504 Pindale Moore, OK 73160

ROE Status

ROE Received: 6/16/2013 2:00:00 PM By: Barbara Wimberly View
Ownership Verified: 6/16/2013 1:21:00 PM By: JHewer View

Inspection Information

Field Inspection: 6/12/2013 3:08:17 PM By: John Dail
Follow Up Required: Yes - No If Yes, Why?
Inspection Reviewed: By: Resubmit

Get Inspection Order Get Inspection Report Cancel

Street View Rear View
Left Side View Right Side View

Real-Time Data. Real-Time Recovery.



Process Monitoring

As ticket tracking information is submitted throughout each point of the debris removal process, the DebrisTech Debris Management Database makes the new information available immediately to authorized system users through a secure web browser interface compatible with most computing and portable devices. The main observation view shows graphically, and in a tabular form, each load and its current state. **Truck icons indicate the load's type and state by showing it loaded, in transit, or empty and returning for another load.** Suspected problems are highlighted and the table can be filtered to only show data for a specific debris type, subcontractor, truck, dumpsite or project.

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real time. Clicking on the load's truck icon from the debris ticket list will show the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header will show all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.



Detailed information for each load is available by clicking on the E-ticket icon. This page initially shows the electronic version of the ticket that will move forward for verification and billing purposes. Once it has been subjected to certain automated and human review processes it will be marked as reviewed and ready for billing. The E-ticket contains all key information including photos, timestamps, GPS coordinates, monitor names and signatures, hauling time and distance as well as other cogent data. This ticket is available to authorized stakeholders as a PDF, and in other downloadable forms. In its online form, auditors can also zoom in on photos for closer inspection.

Real-Time Data. Real-Time Recovery.



Project Approach

In response to an event, and as soon as authorities permit access, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its key team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems and an appropriate number of load and disposal site deployment kits. The load deployment kits typically contain 10 ruggedized tablets with MLPs, batteries, chargers, and ink cartridges and a number of preprinted tickets. The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper and printer cartridges. The kits are authorized for carry-on luggage and when necessary may travel ahead of the Mobile Command and Communications Center by airline.

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit, and has partnered with national cellular providers, ramping up to hundreds of units can be done in a very short period. DebrisTech has created a customization system that can transform a best of class consumer grade tablet to a ruggedized Debris Removal Monitoring Device in minutes. Utilizing the iPad's and AppleTV's mirroring feature, and the Mobile Command and Communications Center's outdoor video screen, **DebrisTech's first responders can train large groups of locally hired monitors at any location. Because of the iPad's inherently simple and user-friendly design, a typical training class usually lasts less than 2 hours.** In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel will be required to deploy and fully support the system.

Once a deployment is initiated, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. **Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format.** The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract.

Real-Time Data. Real-Time Recovery.



Invoicing and Contractor Invoice Reconciliation

DebrisTech will conduct a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review will include a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech will submit the finalized invoice with a recommendation for payment to the client. The recommendation will include a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice being recommended for payment. Before a disaster, DebrisTech will come and help the Client with its Debris Management Plan to ensure it meets FEMA regulations. We will act as advisors to the Client to maximize its return with FEMA. **Our services in the planning stages will be at NO COST to the Client.** This is a service DebrisTech provides as the Client's Monitoring Firm. With our **Electronic Ticketing System**, you will have 24/7 access to the database that will provide Real Time updates on the progress of the Cleanup.

Response Matrix - After a Notice to Proceed

0-24 Hours	24 - 48 Hours	48-72 Hours	1 Week	1-2 Weeks and Longer	1 Month or Longer
Establish Management within EOC	Document any debris entering TDMS/DS	1 Monitor Per Contractor	Maintain 1/1 Ratio Training	Start Invoicing to expedite reimbursement	Start Invoicing to expedite reimbursement
Establish Monitoring Management Center	Help estimation of debris quantity	Bring in additional Monitors Training	Maintain Data Base with Official	Determine if Monitor Ratio is adequate	Continuing updates on Progress
Start Hiring Process	Prepared to Monitor Required Load Sites	Start Clean up Operations with Contractors	Continue Debris Monitoring Operations	Adjust staff to the most efficient size	Maintain list of trained potential employees
Implement Contractor Registration	Daily Meeting with Officials	Daily Meeting with Officials	Daily Meeting with Officials	Daily Meeting with Officials	Weekly Meeting with Officials

**Section 3 : Technical Approach**

Sample Reports

DebrisTech is the sole owner and developer of its ADMS. There is not another system like it in the industry. All DebrisTech Devices are stored in Picayune, MS. Currently DebrisTech maintains 550 devices ready to be used at a moments notice. The software of the ADMS is developed, updated, and maintained by DebrisTech at its headquarters. DebrisTech has the ability to customize each database to meet the specific needs of any client in any situation. The reports cited below are the type of reports our clients can expect from DebrisTech.

- DebrisTech Debris E - Ticket
- Debris Removal Daily Report
- DebrisTech Individual Stump E - Ticket
- DebrisTech Individual Hazardous Tree E - Ticket
- DebrisTech Extended Curbside pick Up Work Order



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket

000251753

Truck
Nums:

00001652



**City of
Memphis**

ROE Numbers:

Project:	City of Memphis, TN - 2017 Debris Removal	Sub:	Michaels Tree & Loader
Prime:	Michael's Tree and Loader	Owner:	Michaels Tree And Loader

Monitor:	DebrisTech, LLC	Debris:	Vegetative
-----------------	-----------------	----------------	------------

Transit Time	0:24	Haul(d)*	4.9	Haul(r)*	6.4
---------------------	------	-----------------	-----	-----------------	-----

Load Info		Measurement Info		Disposal Info			
Time:	12:13:58	Date:	11/3/17	Time:	12:50:32	Date:	11/3/17
Loc:	35.1368, -89.9533	Loc:	35.0666, -89.9371	Loc:	35.0668, -89.9371	Mon:	Alfred Bowens
Mon:	Shenicia Lyas	Mon:	Alfred Bowens	Mon:	Alfred Bowens	% Full:	75
						Pay (CY):	45.0

82

A.B.

A.B.





**Marion County Board of Supervisors
Marion County Tornado Debris Removal**

Debris Removal Daily Report - 02/12/2015

Contractor: Looks Great Services of MS, Inc. Total Work Days To Date: 22

Monitoring Firm: Arx Disaster Management, Inc. Total Days into Contract Period: 32

<i>Production Data</i>		<i>Volume (CY)</i>	<i>Weight (Tons)</i>
Trucks in Operation Today:	<u>3</u>	Today's Debris Production: <u>565.4</u>	<u>0.0</u>
Average Loads Per Truck:	<u>4</u>	Average Daily Production: <u>1,933.6</u>	<u>0.0</u>

Debris Quantity Summary - Right of Way

<u>Debris Quantity Summary - Right of Way</u>				Volume (CY)		Weight (Tons)	
	<u>Today</u>	<u>To Date</u>		<u>Today</u>	<u>To Date</u>	<u>Today</u>	<u>To Date</u>
Vegetative Loads:	<u>2</u>	<u>405</u>	Vegetative Debris:	<u>92.2</u>	<u>17,515.0</u>	<u>0.0</u>	<u>0.0</u>
C & D Loads:	<u>4</u>	<u>589</u>	C & D Debris:	<u>207.2</u>	<u>24,487.3</u>	<u>0.0</u>	<u>0.0</u>
Wood Chip Loads:	<u>0</u>	<u>0</u>	Wood Chips:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Other Debris Loads:	<u>6</u>	<u>12</u>	Other Debris:	<u>266.0</u>	<u>537.6</u>	<u>0.0</u>	<u>0.0</u>

Debris Quantity Summary - PPDR Program

<u>Debris Quantity Summary - PPDR Program</u>				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Vegetative Loads:	<u>0</u>	<u>0</u>	Vegetative Debris:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
C & D Loads:	<u>0</u>	<u>0</u>	C & D Debris:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>

Debris Quantity Summary - Total Project

<u>Debris Quantity Summary - Total Project</u>				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Total Loads Generated:	12	1,006	Total Cubic Yards:	565.4	42,539.9	0.0	0.0

Leaner / Hanger / Stump Summary

	<i>Today</i>	<i>To Date</i>		<i>Today</i>	<i>To Date</i>
Leaning Trees:	<u>0</u>	<u>276</u>	Hanging Limbs:	<u>0</u>	<u>194</u>
Stumps:	<u>20</u>	<u>20</u>	White Goods:	<u>0</u>	<u>0</u>

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.



Stump
Number:

011600

Stump
Dia. (in):

24

City of Hattiesburg, MS

City of Hattiesburg, MS - 2017 Tornado Debris Removal

Prime Contractor: City of Hattiesburg

Truck Owner: Dawn Til Dusk

Truck Number: 00001214

Debris Monitor: DebrisTech, LLC

Removal Type: Loose

CY Conversion: 4.1

Transit Time

13:33

Load Info

Disposal Info

Timestamp: 4/17/2017 5:36:10 PM

Location: 31.3245, -89.2683

Load Monitor:

Andra Jones



Timestamp: 4/18/2017 7:09:20 AM

Location: 31.2435, -89.2336

Disposal Monitor:

Brian Marsh

BM





e-Ticket

*City of Hattiesburg, MS - 2017
Tornado Debris Removal*

Ticket: 500069473

Truck: 00001242



www.DebriTech.com

Prime Contractor:

City of Hattiesburg

Truck Owner:

Elliot Tree Service

Monitoring Firm:

DebrisTech, LLC

Timestamp:

2/27/2017 9:24 AM

Debris Type:

Leaner

Tree Size:

38

Coordinates:

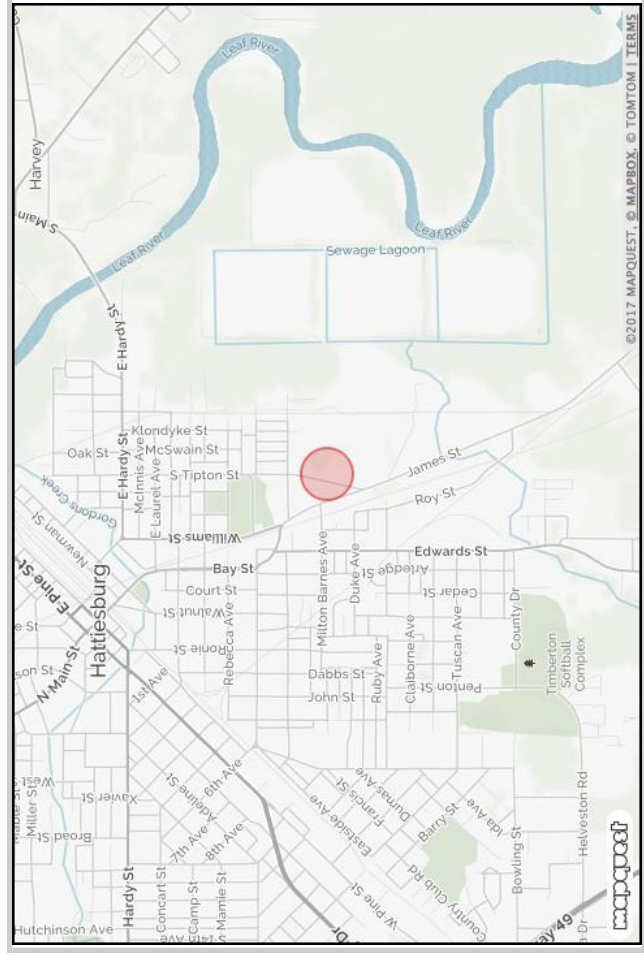
31.3135, -89.2799

Address:

1062 S Tipton St

Monitor:

Charles Bell





City of Central

Expanded Curbside Pickup Program

Extended Curbside Pickup Work Order

ROE Number: R04001P

Address: 6698 LANDMOR DR
Greenwell Springs, LA 70739

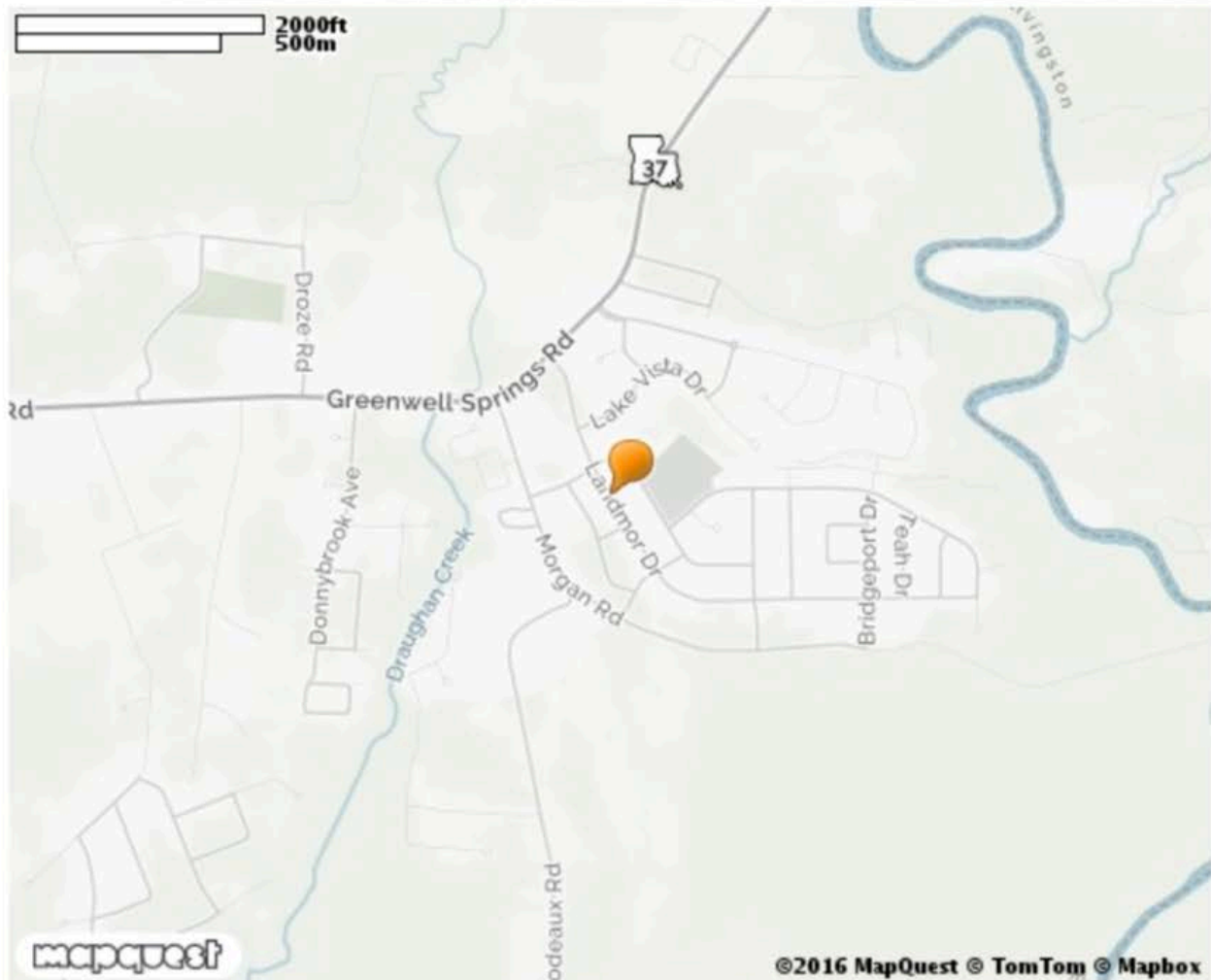
ROE Number



R04001P

Applicant Information

Carole Spurlin, Phone: 2254007518





Truck Certification Form

Lee County, GA Hurricane Michael Debris Removal

Leesville, GA

Current

Truck Number 00006406

7 of 9

Truck Owner: Lee County Commissioner

Truck Type: Self Loader

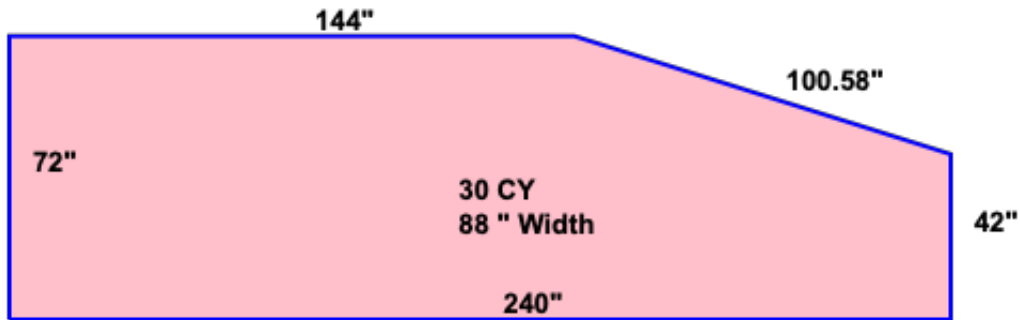
Truck Tag State: GA Truck Tag Number: GV4626L

Sub Code: LEECNTY

Trailer Tag State: Trailer Tag Number:

Capacity (CY): 30

Owner Truck No: 810



Bed Hoist (Inches)

L1: L2:

W: H:

End Radius (Inches)

R: H:

Bottom Radius (Inches)

R: L:

Measured By: Dennis Cruthirds

Date Measured: 3/4/2019 9:08:01 AM

www.DebrisTech.com

Section 4 : Cost Proposal



COST PROPOSAL FORM
Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Principal	\$ <u>00.00</u>
Project Manager	\$ <u>69.00</u>
Operations Manager	\$ <u>59.00</u>
Field Supervisors	\$ <u>48.00</u>
Load Site Monitors	\$ <u>32.00</u>
Debris Site/Tower Monitors	\$ <u>32.00</u>

Note: The Principal Position will not be billed due to 4 Principals of DebrisTech living within 1 hour of the City of Hattiesburg, and will be available to the city at no charge.

Section 5 : Reference



Debris Monitoring References

Macon-Bibb County, GA

700 Poplar st., Macon, GA
31201

Spencer Hawkins,
EMA Director
478-954-8143
shawkins@maconbibb.us
October 2017 - January 2018
CY:97,436

Puerto Rico-DTOP

PR-185, Canóvanas, 00729,
Puerto Rico

Ing. Emilio Garay Vega, PE
RPA
787-722-2929 ext 3034
egaray@dtop.pr.gov
November 2017 - Present
CY: 1,300,000

City of Central, LA

13421 Hooper Dr., Central, LA
Jr. Shelton, Former Mayor
225-936-9687
jr.shelton@central-la.gov
August 2016-January 2017
CY: 400,000

Jacksonville Beach, FL

1460 Shetter Ave.,
Jacksonville Beach, FL

Dennis Dupries, Construction
Engineering Project Manager
904-247-6219
ddupries@jaxbchfl.net
September 2017 - January
2018
CY: 87,000

Memphis, TN

125 N. Main St., Memphis, TN

Deputy Director of Solid
Waste, Phillip Davis
901-576-6872
phillipdavis@memphistn.gov
June 2017 - January 2018
CY: 430,000

Forsyth County, GA

3520 Settingdown Rd., Cumming,
GA

Chris Grimes, Deputy EMA
Director
770-205-5674
cgrimes@forsythco.com
October 2017-January 2018
CY:40,000

SANDY KANE SMITH
President, District Five
HUDSON HOLLIDAY
Vice-President, District Three
DONALD HART
District One



MALCOLM PERRY
District Two
FARRON MOELLER
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

October 22, 2018

To Whom It May Concern:

Re: DebrisTech/Dungan Engineering, P.A.

This letter is to express my appreciation for the excellent work DebrisTech/Dungan Engineering, P.A. provided in response to Hurricane Isaac. DebrisTech/Dungan Engineering, P.A. worked well with County Officials to provide the necessary information needed to complete our request to FEMA. DebrisTech/Dungan Engineering, P.A.'s staff was experienced and knowledgeable in FEMA guidelines and regulations. Upon commencement of the work, DebrisTech/Dungan Engineering, P.A. was efficient in assisting with debris management and documentation. Their efforts and efficiency facilitated a fast pace project startup with great concentration to detail.

Finally, you will find that DebrisTech/Dungan Engineering, P.A. is very hands on and knowledgeable and adept to making changes on the fly. DebrisTech/Dungan Engineering, P.A. is hard working and does what it takes to get the job done.

Our experience with DebrisTech/Dungan Engineering, P.A. has been very positive and we would highly recommend their services. Should such condition arise again, we would hire DebrisTech/Dungan Engineering, P.A. for monitoring services.

I will be glad to answer any questions that anyone may have by calling 601-403-2302.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adrain Lumpkin, Jr.", is written over a horizontal line.

Adrain Lumpkin, Jr.
County Administrator



April 19, 2013

RE: DebrisTech
February 10, 2013 – EF4 Tornado
Lamar County, MS

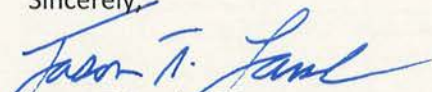
On Sunday February 10th, 2013 an EF 4 tornado devastated the Oak Grove Community in Lamar County, Mississippi. During the initial 48 hours emergency personnel performed search and rescue efforts while utility providers worked diligently to restore critical services. Upon an assessment of the affected areas, the Mississippi Emergency Management Agency and Governor requested assistance from the Federal Emergency Management Agency.

The Lamar County Board of Supervisors met in emergency session on February 13, 2013 to evaluate the recovery efforts and determine how to proceed with removal of various types of debris from the public right of way. It was quickly agreed that county forces would schedule to begin the work on February 14, 2013 pending formal notice of the Federal declaration for disaster assistance. With work scheduled to begin within 24 hours, a system of accountability for monitoring the quantities of debris was necessary to seek reimbursement for the recovery efforts. Our office, working in the capacity of the County Engineer, presented DebrisTech as a resource to capture all of the required data in an electronic format that provides live data and allows multiple users to monitor the progress of cleanup efforts. With the support of the Board of Supervisors a request was made to DebrisTech seeking proposals and establishing a timeline for deploying the equipment in the field.

On the evening of February 13, 2013 the President of the United States signed the Federal declaration and all parties prepared to begin operations the following morning. Upon executing contract agreements, Debris Tech was able to deploy all devices into the hands of our field monitors by noon on February 14, 2013 and immediately begin populating the database with electronic recording of all debris activities associated with the project. Over the course of the next 30 days our office provided operators for the Debris Tech equipment. The system was found to be very efficient and extremely effective in capturing the locations and quantities of all material being collected and disposed of at various dump sites. The Board of Supervisors was able to evaluate the status of the project daily and make decisions on the resources necessary to keep the operation moving at an acceptable pace.

I have enjoyed working with DebrisTech and found their technical staff to be extremely efficient in keeping all reports up to date. I found the representatives of MEMA and FEMA assigned to this disaster to be very complimentary of the software and enjoyed having the ability to access live data at any time. If you should have any questions regarding our recommendation, please feel free to contact me at 601-583-2127 or by email at jtlamb@thewalkerassociates.com.

Sincerely,



Jason T. Lamb, P.E.



City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org

October 22, 2018

Mr. Brooks Wallace, P. E.

Principal

DebrisTech, LLC (ARX Disaster Management, Inc)

925 Goodyear Blvd.

Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,

Dennis R. Dupries

Dennis R. Dupries

Construction Project Manager

City of Jacksonville Beach, FL 32250



City of **Neptune Beach**



Andrew E. Hyatt
City Manager

October 23, 2018

To Whom It May Concern:

Re: Debris Tech

The City of Neptune Beach appreciates the efforts put forth by Debris Tech in assisting our city with the clean-up effort in the aftermath of Hurricane Irma. It is with great pleasure that I am writing this letter of recommendation on behalf of the residents of Neptune Beach, Florida.

The entire staff of Debris Tech was professional and trained properly in the reporting techniques required by FEMA. The Debris Tech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. The data provided was presented in a manner that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please let me know if you have any questions regarding the services Debris Tech provided the City of Neptune Beach.

Respectfully,

Leon Smith
Director of Public Works

David Stevens, Chairman
Bill Watson, Vice-Chairman
Joel Williams, Commissioner
Charles Jordan, Commissioner
Kelly S. Spratt, Commissioner

Adam S. Poppell, III, County Attorney
Richard E. Braun, Jr., Deputy County Attorney
John "Patrick" Zoucks, County Manager
Shawn Jordan, Deputy County Manager
Sherrell D. Davis, County Clerk



McIntosh County Board of Commissioners

P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

Ty S. Poppell

Director McIntosh County EMA
/ Public Safety / Homeland Security
/ County Safety Coordinator / CODE Enforcement
1019 Production Row
PO Box 584
Darien, Ga. 31305
Phone: 912-437-5170
Cell: 912-258-1343

Lincoln County Board of Supervisors

Lincoln County Mississippi
P.O. Box 555 • 301 South First Street • Brookhaven, Mississippi 39602-0555
Telephone 601/835-3421 • Fax 601/835-3423

Board of Supervisors

Dist. 1 Jerry Wilson
Dist. 2 Jimmy Diamond
Dist. 3 Nolan Williamson
Dist. 4 Eddie Brown
Dist. 5 Dudley Nations

Chancery Clerk

Tillmon Bishop

Board Attorney

Robert O. Allen

County Administrator

David A. Fields

April 15, 2013

To Whom It May Concern:

Re: DebrisTech

It is with great pleasure I am writing this letter of appreciation and recommendation on behalf of the Lincoln County Board of Supervisors. We were thoroughly pleased with the services provided by DebrisTech and Dungan Engineering in response to Hurricane Isaac. DebrisTech worked well with County Officials, FEMA and MEMA to provide the necessary information in a timely manner. DebrisTech's staff was experienced and knowledge in FEMA guidelines and regulations. Upon project startup, DebrisTech was efficient in assisting with debris management and training. Their efforts and efficiency facilitated a fast pace project with completion in 30 days. DebrisTech worked well with the debris removal contractor to insure the entire process went smoothly until every last tree and limb was removed.

Our experience with DebrisTech has been very positive and we would highly recommend their services. DebrisTech is hard working, knowledgeable and honest and does what it takes to get the job done.

We look forward to a continuation of our excellent working relationship. Thank you once again!

Sincerely,



David A. Fields
County Administrator
Lincoln County, Mississippi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Laurie McCrea PHONE (A/C, No, Ext): 601-554-7327 E-MAIL ADDRESS: laurie.mccrea@bxsi.com FAX (A/C, No): 877-288-0152
INSURED DebrisTech, LLC 925 Good Year Blvd Picayune MS 39466	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading, PA INSURER B: Continental Casualty Company INSURER C: Berkley Insurance Company INSURER D: Valley Forge Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1549536706**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	B6020088716	11/9/2018	11/9/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BUA6020088764	11/9/2018	11/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	B6045467767	11/9/2018	11/9/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y N/A	WC643514587	11/9/2018	11/9/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Pollution Liability Included Claims Made Policy Form			AEC902289602	9/15/2018	9/15/2019	Each Claim \$1,000,000 Aggregate \$1,000,000 Deductible \$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers compensation includes waiver of subrogation in favor of the City of Hattiesburg and its agents, employees and officials as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDENDUM No. 1
to the
REQUEST FOR PROPOSAL
FOR
DISASTER DEBRIS MONITORING

CITY OF HATTIESBURG

The following attached modifications are to be made to the above captioned project:

CHANGE No. 1- Contract term will be One (1) Year with the option for Three (3) renewals of One (1) Year each.

CITY OF HATTIESBURG

BY: 
Kermas Eaton, City Clerk

Dated this 3rd day of July, 2019.

The receipt of this addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Proposal.

Contractor: DebrisTech, LLC

Signature: 

Title: President



CONTACT US

A 925 Goodyear Blvd, Picayune, MS 39466

W DebrisTech.com

C +1-601-916-1113



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 20, 2019

Re: Acknowledge proposals received July 11, 2019 for Disaster Debris Removal and Disposal Services in the event of a disaster in accordance with FEMA recommendations; Accept proposal from CrowderGulf and authorize Mayor to execute contract upon preparation.
File Number: 2019-71
Minute Book #

Summary

Acknowledge proposals received July 11, 2019 for Disaster Debris Removal and Disposal Services in the event of a disaster in accordance with FEMA recommendations; Accept proposal from CrowderGulf and authorize Mayor to execute contract upon preparation

Recommendation Statement

This is a pre-disaster proposal to provide debris removal and disposal services should a disaster occur. FEMA recommends having such an agreement in place before a disaster occurs as part of a disaster preparedness plan.

City engineer recommends approval.

Please place this on the August 20, 2019 City Council meeting for consideration.

City of Hattiesburg, MS

RFP

Disaster Debris Removal and Disposal Services

Thursday, July 11, 2019 @ 10:00 am



*Crowder Gulf is committed to protecting
and preserving our environment.
As part of this effort, our proposal is on
recycled paper.*

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

July 9, 2019

City of Hattiesburg
Attn: Engineering Director
212 West Front Street
Hattiesburg, Mississippi 39401

RFP: Disaster Debris Removal and Disposal Services

CrowderGulf is submitting this package in response to your Request for Disaster Debris Removal and Disposal Services for the City of Hattiesburg.. In consideration of your review, we are submitting this package in accordance with the terms and conditions set forth in your request for proposal.

CrowderGulf values the relationship we have built with the City of Hattiesburg. After the 2017, Tornado, CrowderGulf worked closely with City officials and their monitoring company, Debris Tech, in order to get the City cleaned up as expeditiously as possible. During that event, CrowderGulf removed and disposed of over 150,710 cy of debris. Should another disaster affect the City, CrowderGulf will provide the same professional and expedient services to ensure the City is restored to normalcy in a timely fashion.

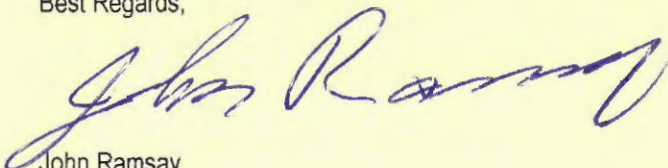
We understand that the City of Hattiesburg desires efficient and quality service at a reasonable cost with full assurance that all documentation will be accurate and complete in order to obtain reimbursement from FEMA. Our experienced management team and local cadre of subcontractors will meet and exceed the requirements of the City. Our personnel are committed to completing disaster recovery work in a minimum amount of time, in a safe, orderly, and practical manner, while maintaining full compliance with all local, state, FEMA and FHWA regulations.

Utilizing local qualified subcontractors, maintaining respect and empathy for the citizens, and promoting environmentally safe practices, are our standard procedures for every disaster project. We maintain a sufficient number of local dedicated subcontractors in Mississippi who will help perform the work proposed for this contract. In addition, the CrowderGulf headquarters and the storage facility for our company owned equipment is a mere two hours away from the City.

Our financial stability is solid and reliable, and we have established an excellent line of credit with our financial institution over the past twenty five years. In the past, we've had to operate for up to six months without substantial payment. Due to our strong financial foundation, we were still able to pay our subcontractors weekly and support our overall company needs without interruption.

We have enjoyed working with the City of Hattiesburg and look forward to continuing our successful relationship. As proven in the past, CrowderGulf will continue to exceed your expectations in all areas of disaster debris recovery and removal. As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, John Ramsay, have the authority to bind CrowderGulf in all transactions relative to the award of the **RFP for Disaster Debris Removal and Disposal Services**. In addition, Ashley Ramsay-Naile, Senior Vice President, also has the authority to bind the company

Best Regards,



John Ramsay
President & COE

TABLE OF CONTENTS

QUALIFICATIONS

▪ CrowderGulf At-A-Glance	1
▪ Fifty (50) Years of Debris Management Experience.....	2
▪ Services Available.....	2
▪ Financial Capability.....	7
▪ Ability to Handle Multiple Projects.....	8
▪ Past Performance Chart	21
▪ Mobilizing Large Workforces.....	55
▪ FEMA	57
▪ Key Personnel	60
▪ Organizational Chart	68
▪ Personnel Certifications & Training	69

DEBRIS MANAGEMENT & RESPONSE

▪ Principles of Project Management.....	73
▪ Pre-Planning - Readiness Planning and Training	74
▪ Debris Operations Plan	75
❖ <u>Critical Support Functions</u>	
➤ Mobilization	76
➤ Debris Emergency Response.....	79
➤ Debris Recovery Operations	80
➤ Documentation and Reimbursement.....	94
❖ <u>Essential Support Functions</u>	
➤ Readiness Planning and Training.....	98
➤ Subcontracting.....	99
➤ Quality Control.....	105
➤ Health and Safety	105
➤ Environmental Sensitivity	108
➤ Public Relations	109

REFERENCES & <i>Reference Letters</i>	111
---	-----

PRICING – Attachment 1 & Addendum Acknowledgements

REQUIRED DOCUMENTS

- *Bid Bond*
- *License*
- *Subcontractor List – Attachment 2*
- *Debarment Certification – Attachment 3*
- *EEV Certification – Attachment 4*





QUALIFICATIONS

QUALIFICATIONS OF CROWDERGULF

CrowderGulf At-A-Glance

- **Full time (365 days/yr) Debris Management Company with over 50 years of successful experience** in debris management, removal and disposal services.
- **Bases of Operation:**

<u>Primary</u>	<u>Theodore, Alabama</u>
<u>Satellite Offices</u>	Coral Springs, Davenport, Florahome, Clearwater and Winter Garden, FL D'iberville, Mississippi Rocky Mount, North Carolina Hilton Head Island and Laurens, South Carolina Austin and Denton, Texas
- **Never failed to complete** all contract obligations and never defaulted on a contract.
- **Committed to the same** Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- **Completed simultaneous** debris projects after all major hurricanes since 1969.
- Over **485** disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over **365 million cubic yards of debris**.
- Industry leader in **waterway debris removal**, including work after Hurricane Sandy and Deep Horizon Oil Spill.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- **No lawsuits, liens or judgments by CrowderGulf to clients ever** filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Over Fifty Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

In 2002, CrowderGulf was formally created by the Ramsay brothers as an independent disaster management company. During the last four and a half decades, CrowderGulf has managed over **485 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 365 million cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Mississippi Department of Environmental Quality, the Mississippi State Department of Health and the Mississippi Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

"The County of York has worked with CrowderGulf on three different storm events. On all three events CrowderGulf's professionalism, responsiveness, and attention to detail was outstanding! As a Manager, I could not have asked for any more support than they provided to us during these events."

*Frank Hedspeth, Waste Services Manager
County of York, VA*

The CrowderGulf Staff is dedicated to providing the City of Hattiesburg with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

CrowderGulf Services Available to the City of Hattiesburg

CrowderGulf has a plan tailored to *meet the needs and specific requirements of the City of Hattiesburg*. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

**ROW & ROE Debris Removal**

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the City's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the City daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the City by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.

**Final Debris Disposal**

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the City's request.

Stump Removal

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

**Tree Trimming & Removal (Leaners and Hangers)**

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the City and a FEMA representative.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.



Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.



Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor. CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.



Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.



Other services CrowderGulf is experienced in are, but not limited to:

Household Hazardous Waste (HHW)	
Temporary Ice, Water and Other Consumables	
Levee Construction	Hazardous Materials Handling
Land Clearing and Site Preparation	Historic Property Preservation
Road and Utility Work	Temporary Power Services/Generators
Marine Salvage	Dredging
Marine Construction	Pile Driving
Bulkhead and Pier Replacement	Bio-Mass Recycling
Portable Housing	Wetlands Restoration
Cellular Tower Construction	

Unique Services - New Drone & GoPro Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. As of 2015, CrowderGulf has utilized 3D Robotics Solo Smart Drones and DJI Phantom Series Drones on some of our projects. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. Pricing for the CG Drone Operations can be provided upon request.



*Aerial footage of the
Hurricane Matthew
Debris Removal
Operation on Hilton
Head Island, SC*

- Feb. 2017(left)

*Aerial Image of Debris
Management Site on Hilton
Head Island, SC during the
Hurricane Matthew Debris
Removal Operation (right) aided
in site documentation and
updates to client.*



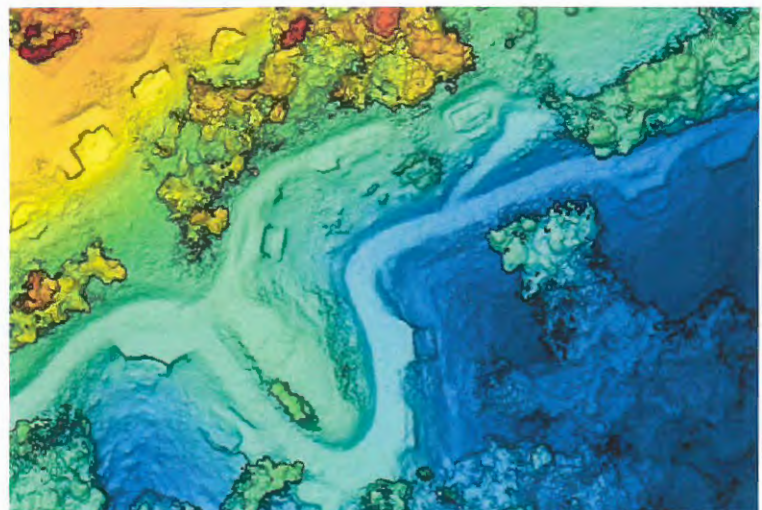
Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective dissemination of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support



Custom Aerial Maps produced on site allow for the real time flow and dissemination of critical information. These maps can be overlaid with annotations and area/volume calculations.

Advanced Topographical Maps can be generated and are useful in planning, recovery, and pickup operations.



Financial Capability

Financial strength is one of the most important aspects for the City of Hattiesburg to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

John Ramsay, President and Chief Executive Officer, has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. He understands that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Bonding

Sterling Seacrest Partners
Mr. Jim Congelio
13112 Telecom Drive
Tampa, FL 33637
813-498-1183

Insurance

Point Clear (Gray Insurance)
Robby Farmer
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

See "Bank and Bonding Reference Letters" attached.

Audited Financial Statements can be provided upon request.

Insurance

CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification attached.*

Equal Opportunity Employer

CrowderGulf is an **Equal Opportunity Employer**. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place

CrowderGulf is a participant in the **National Drug Free Work Place Program**. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.



January 10, 2019

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC, and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of \$75,000,000.00.

If you have any questions, please contact me at 251-690-1087.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Esfeller", written over a light blue rectangular background.

Christopher Esfeller
Senior Vice President
Commercial Banking
christopher.esfeller@regions.com

11 N Water Street, Mobile, Alabama 36602



January 3, 2019

RE: CrowderGulf, LLC
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf, LLC. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has a A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf, LLC with single bond limits up to \$250,000,000 and an aggregate program of \$500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

A handwritten signature in blue ink, appearing to read "James C. Congelio", is written over the printed name.

James C. Congelio

Surety • Insurance • Risk Management • Employee Benefits

813-498-1183 • sterlingseacrest.com

ATLANTA • SAVANNAH • COLUMBUS • LITTLE ROCK • HILTON HEAD ISLAND - TAMPA

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 6/26/2018				
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A THE GRAY INSURANCE COMPANY				
INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSSL-074306	9/1/2017	7/1/2020	GENERAL AGGREGATE	Unlimited
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$3,000,000.00
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY	XSAL-075300	9/1/2017	7/1/2020	COMBINED SINGLE LIMIT	\$1,000,000.00
	☒ ANY AUTO				BODILY INJURY (Per person)	
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	☒ HIRED AUTOS				PROPERTY DAMAGE	
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	☐ ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043486	7/1/2019	7/1/2020	EACH OCCURRENCE	\$4,000,000.00
	☐ UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	☒ OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071021	9/1/2017	7/1/2020	☒ WC STATUTORY LIMITS	☐ OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☒ INCL ☐ EXCL				EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE - POLICY LIMIT	\$1,000,000.00
					EL DISEASE - EA EMPLOYEE	\$1,000,000.00
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Debris removal for tornado date January 21, 2017						
CERTIFICATE HOLDER 2523#60_REVISED City of Hattiesburg Purchasing Clerk P. O. Box 1898 Hattiesburg, MS 39403			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.			
			AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY			
GCF 00 50 01 01 12						

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER POINT CLEAR INSURANCE SERVICES LLC 368 Commercial Park Drive Fairhope AL 36532	CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 990-9050 E-MAIL ADDRESS: Nina@pointclearins.com FAX (A/C, No): (251) 990-8635
INSURED CrowderGulf, LLC / Crowder Gulf Joint Venture, Inc. 5435 Business Parkway Theodore AL 36582	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1710602492

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					Non-owned \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☐				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐	☐ OCCUR ☐ CLAIMS-MADE ☐				EACH OCCURRENCE \$
	DED ☐ RETENTION \$ ☐					AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Pollution Coverage		CSP307171	06/22/2017	06/22/2019	General Aggregate 2,000,000 Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Disaster Recovery and Debris Removal

CERTIFICATE HOLDER

CANCELLATION

"S A M P L E"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Josh Russell/NG

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
 - A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
 - B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.
2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.

Equal Employment Officer: Mary G. White
Office #: 251-478-6848
Email: hr@crowdergulf.com
3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.
6. All company facilities and activities shall be non-segregated.
7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".
8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.
9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.
10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.
11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

John Ramsay
President & CEO

Contract Management Experience - Ability to Handle Multiple Contracts

CrowderGulf has a proven track record of successful contract management and the resources necessary to simultaneously manage multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small.

The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster.

"Their (CrowderGulf) overall performance and management of each project I found to be exceedingly professional. They maintained their projected schedules, if not exceeding them in some cases, met our staff's expectations, performed within the contract documents, adhered to schedules and budgets defined within their' projects and the close-out process was smooth and submitted promptly."

*Cathie Lewis, Public Works Director
Town of Fort Myers Beach, FL*

Over 98% of the 403 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Approx. CY	Invoice Amt
2018	Hurricane Michael	24	10	10,830,240+	\$204,120,562+
2018	Hurricane Florence	10	18	1,851,851	\$28,521,987
2017	Hurricane Nate	1	3	110,000 CY	\$1,549,118
2017	Hurricane Irma	91	64	11,850,445 CY	\$180,937,263
2017	Hurricane Harvey	15	27	6,371,922 CY	\$86,676,080
2016	Hurricane Matthew	32	39	5,675,560 CY	\$82,267,725
2016	Hurricane Hermine (2 Activations)	3	2	401,366 CY	\$9,080,715
2016	Severe Storms, (Ice, Flood & Tornadoes)	1	12	648,612 CY	\$9,153,193
2015	Severe Storms, (Ice, Flood & Tornadoes)	0	15	109,578 CY	\$2,311,844
2014	Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)	5	14	669,314 CY	\$9,866,559
2012	Sandy	1	4	727,194 CY	\$57,805,734
2012	Isaac	3	9	245,799 CY	\$2,821,936
2011	Irene	13	31	1,673,821 CY	\$14,754,641
2008	Ike	27	36	16,933,904 CY	\$178,318,425
2005	Dennis, Katrina, Rita, and Wilma	41	67	19,441,656 CY	\$279,764,959
2004	Charley, Frances, Ivan, Jeanne	61	36	16,800,678 CY	\$292,426,233
2003	Isabel	19	16	5,447,815 CY	\$66,344,733

Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

Past Experience

For all activations, CrowderGulf Management teams have been led by experienced and knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal.

The best way to demonstrate the qualifications, knowledge, and experience of CrowderGulf is to provide summaries of past performance and references to support our work, which we have provided below. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2018 Hurricane Michael

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is the first Category 5 storm on record to hit the Florida Panhandle. Tropical storm-force winds extended more than 320 miles from the center, devastating the entire region.

CrowderGulf holds many pre-event contracts within the area so our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storms passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations. CrowderGulf has removed, processed, reduced and disposed of approximately **10 Million**



Cubic Yards of vegetative and construction/demolition debris at 26 Debris Management Sites and 13 Final Disposal Facilities. More than 83,000 hazardous trees have had falling hangers and leaners, to date and those limbs were cut to restore safe passage. Ongoing CrowderGulf operations in within the State of Florida will also include the removal of construction and demolition debris, white goods, e-waste, household hazardous waste (HHW), hazardous stumps, demolition of structures and Private Property Debris Removal (PPDR).



2018 Hurricane Florence

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September, 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall accumulations which caused flooding not only to the large stretch of coastline but also created widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.

CrowderGulf was activated on 18 pre-event contracts across the state of North Carolina which involved the removal and reduction of over 2.1 million cubic yards of debris, the removal of approximately 50,000 leaners and hangers and the management and maintenance of 16 debris management sites. In addition, CrowderGulf provided sand and beach restoration to North Top Sail Beach, Oak Island and Bald Head Island.

While working in North Carolina, CrowderGulf experienced contract requirements which presented their own unique challenges. Damage assessments were hampered by non-reseeding floodwaters causing the closure of many roads and isolating communities. CrowderGulf assisted communities with damage assessment by providing drone flyovers into flooded areas and working with local officials to identify alternate debris management sites not affected by floodwaters. The community of Bald Head Island had its own set of unique challenges. Bald Head Island is an island off the coast of North Carolina separated from the mainland by the Cape Fear River, accessible only by ferry boat. The challenge of this contract involved the access of equipment to the island and the means of disposal of storm generated debris. CrowderGulf worked with Bald Head Island to provide the debris collection and disposal services by setting up a debris reduction site on the island for the vegetative debris. At the vegetative debris site all material was reduced to mulch and then given back to the residents and local landscape businesses for residential use. CrowderGulf secured barges to transport the remaining materials, which included C&D and Household Hazardous Waste (HHW), across the Cape Fear River to final disposal sites. While contracts such as this one can present special challenges, so does the addition of another land falling hurricane.

Rising to the Challenge - During the Florence activation, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty nine simultaneous activated contracts. During the 2017 Hurricane season, CrowderGulf experienced the same scenario involving multiple contract activations which led our team to revisit and revise our level of response. Following our 2017 - 18 activation assessment, CrowderGulf worked diligently to enhance our program. We provided additional training to project managers and team members across seven states, solidified relationships with subcontract resources nationwide and revised plans and procedures for faster response to our clients and improved documentation protocols.



During the 2018 activation, our company stood strong and we were ready. We provided each contract activation with an experienced project management team that remained with the assignment from start until finished. We provided each client with the needed assets, both personnel and equipment to successfully meet all contractual obligations within the specified time to include safety, quality assurance and documentation personnel.

CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida,

we doubled and in some cases tripled our equipment resources in our North Carolina contract activations to re-assure our North Carolina clients that we would finish their projects strong and successfully. We responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storms passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.

2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast and two weeks later Hurricane Irma impacted the Florida Keys and stretched all the way to South and North Carolina.

In Texas, CrowderGulf had 27 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to accommodate 64 clients in Florida. While the usual initial chaos and stress for everyone after a disaster was present, CrowderGulf focused on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were finished



Hurricane Harvey

Texas - On August 25, 2017, Hurricane Harvey, one of the strongest hurricanes to hit the United States since 2005, made landfall as a Category 4 Hurricane in Rockport, Texas. The maximum winds were 130 mph as it churned its way through Aransas County. As the storm continued to make its way along the eastern edge of the Texas coastline, additional impacts of storm surge and inland flooding affected numerous areas. The Houston metropolitan area observed between 30 and 60.5 inches of rain from this historic tropical system. Harvey destroyed 9,000 homes and damaged an additional 185,000 dwellings. CrowderGulf had 27 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 MILLION CUBIC YARDS** of debris being removed from ROW or ROE.

Hurricane Irma

Florida - On September 10, 2017, Hurricane Irma made two landfalls in the State of Florida. The first landfall was recorded in Cudjoe Key, Florida, with winds of 130 mph. The second landfall occurred in Naples, Florida, with sustained winds of 115 mph. This large hurricane impacted all of Florida as it moved north, causing 67 counties to be declared for FEMA Public Assistance. In response, CrowderGulf had 65 contract activations and managed 92 DMS in Florida while simultaneously managing 26 contract activations that occurred in August in the State of Texas, following Hurricane Harvey. Clean up included the removal of over **7 MILLION CUBIC YARDS** of debris and resulting in costs of over **100 MILLION DOLLARS**.

"I would like to thank you and your staff for the outstanding service provided to the County in 2017 due to Hurricane Irma"

*Russell A. Rowland, Assistant to
County Administrator,
Okeechobee County*

2017 Hurricane Harvey & Irma Projects and Tasks

91 Total Clients	Number of Clients in 2017 Hurricane Harvey & Irma Utilizing Task											
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$281,720,975	7	91	15	49	91	36	12	18	15	15	79	2

2016 Hurricane Matthew

Georgia - On October 7th, 2016, Hurricane Matthew began its devastating impacts on thirteen Counties in Georgia. CrowderGulf's debris contracts were activated the following week in Liberty County (serving the County and the Cities of Hinesville, Midway and Riceboro) as well as two contract activations in Chatham County. The storm left over 182,460 cubic yards of vegetative storm debris, 2,055 leaners and hangers, 727 stumps and 75 tons of C&D to be removed, reduced (by air curtain incineration) and disposed in Liberty County. During our kick-off meeting, CrowderGulf was made aware the County elected to participate in the Public Assistance Pilot Program for expedited debris removal. CrowderGulf immediately began ramping up resources to successfully remove, reduce and dispose all debris within the given timeframe established by the County. Invoicing for the County was submitted in 30 day increments and supported by daily progress reports by both CrowderGulf and the monitoring Company. This close working relationship made participation in the **Pilot Program successful** for the County. The total project cost for Liberty County was \$1,736,692.

In Chatham County, the municipalities of Port Wentworth, Thunderbolt and Garden City activated their pre-event contracts with CrowderGulf. Port Wentworth recovered over 6,282 cubic yards of vegetative debris and removed 952 leaners and hangers while Garden City had 33,580 cubic yards of debris removed. Thunderbolt recovered 9,896 cubic yards of vegetative debris. All three municipalities reduced their debris by mulching/chipping. Three Georgia contracts were monitored by Tetra Tech and one was monitored by Witt O'Briens. All were completed in less than 90 days. The total project cost for Port Wentworth was approximately \$84,000, Thunderbolt was approximately \$108,700 and Garden City totaled \$365,490.

Florida - Following Hurricane Matthew impacting the east coast of Florida, CrowderGulf received 13 Florida contract activations from Counties and cities as far south as Martin County and as far north as Duval County. Utilizing 18 Project Managers, and numerous field supervisors and equipment assets, CrowderGulf removed over 1,695,743 cubic yards of debris and managed 13 debris management site locations. CrowderGulf forces were tasked with the removal of vegetative debris, C&D, leaners, hangers and stumps, and collection and disposal of white goods. Reduction was performed by burning, grinding and mulching debris. Additional contract activations were received by the Florida Department of Environmental Protection (FDEP) in Duval, Clay, St John's, Brevard, Volusia and Nassau Counties for Waterway Debris Removal. Costs for the recovery efforts in Florida were \$30,358,208.



South Carolina - CrowderGulf was activated by Hilton Head Island (HHI) on October 7, 2016. CrowderGulf supplied over 125 pieces of equipment which included 6 grinders and a Trammel screen plus an additional 300+ personnel to assist with the HHI's 12 communities with recovery operations. Reduction operations consisted of chipping and mulching at both Debris Management Site locations. CrowderGulf removed, reduced and disposed 2,989,342 cubic yards of vegetative debris and removed 42,058 hangers 5,301 leaners and 10,693 Cubic Yards of C&D material and managed 2 debris management site locations on the island for a total project cost of \$33,693,545.

Having worked in 2015 for the SCDOT to recover Richland and Lexington Counties from severe flooding, CrowderGulf was once again activated to aid Darlington, Florence and Sumter Counties with Hurricane Matthew debris removal. The SCDOT tasked CrowderGulf with removing debris on the right of way and hazardous leaners, hangers and stumps. CrowderGulf was responsible for debris removal from the following roads throughout the Counties:

State Maintained Roads

Darlington County
 Florence County
 Sumter County

County Maintained Roads

Florence County
 Sumter County

City Maintained Roads

City of Sumter

CrowderGulf quickly mobilized forces and hired local companies to begin the debris removal. CrowderGulf set up 7 Debris Management Sites and reduced the debris by grinding. All of the mulch from reduction by grinding was hauled to mulch recycling facilities and papermills in the areas. None of the debris was hauled to any landfill which resulted in significant cost saving to the SCDOT from not paying landfill tipping fees. Overall, CrowderGulf removed and reduced over 500,000 cubic yards of debris in less than 90 days.

2016 Hurricane Matthew Projects and Tasks											
39 Total Clients	Number of Clients in 2016 Hurricane Matthew Utilizing Task										
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	ADMS Utilized	Waterway Debris	Special Projects
\$82,267,725	8	33	3	24	33	12	6	2	18	1	5

2016 Floods & Storms

Texas Tornado – Starting in late December 2015, Severe Storms made their way through Texas (FEMA-4255-DR-TX) causing flooding and tornados. Our first activation of the year was requested by Rowlett, TX. A tornado ripped through the town causing C&D debris to be scattered in its path. Over 70,000 cubic yards of debris was collected and disposed after this event. CrowderGulf was also tasked to remove and dispose of 140 white goods and 49 e-waste debris. It took 37 days to complete the project under the City's management. CrowderGulf also worked with the monitoring firm True North during this project. The total cost of this project was \$680,036.

Ice Storms – Late January, Virginia was the target for a winter storm (FEMA-4262-DR-VA). Approximately 16,000 cubic yards of vegetative, C&D and stump debris was collected, transported and disposed from the ROW in Essex County, VA due to this winter storm. The project was completed in 20 days and involved CrowderGulf working with the County, Virginia Peninsulas Public Service Authority (VPPSA) and the monitoring firm Rostan Solutions (aka Arcadis). The total cost of this project was \$138,739.

Louisiana Storms – Louisiana received their share of severe storms and flooding (FEMA-4263-DR-LA) in March. CrowderGulf was activated by St. John the Baptist Parish and Ouachita Parish. St. John the Baptist Parish relied on volunteers and its citizens to help in the recovery. The Parish requested that CrowderGulf only provide portable showers and restrooms for the volunteers and citizens.

Ouachita Parish, LA activated CrowderGulf at the end of March. After 53 days, CrowderGulf had removed and disposed of over 32,000 cubic yards of debris, 18 white goods, 105 Tires and 370 pieces of e-waste. In some areas, water had to recede before hauling could begin. The project total cost was \$397,774.

Second Round of Storms in Texas – In March, Texas received another round of storms, tornados and flooding (FEMA-4266-DR-TX). CrowderGulf was activated by Montgomery County, Newton County and Waller County.

Montgomery County tasked CrowderGulf with removing and disposing of vegetative debris and C&D debris. Just over 19,000 cubic yards of debris was removed in 21 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$288,408.

Newton County Activated CrowderGulf near the beginning of April. Newton County was experiencing flooding and CrowderGulf was tasked with the removal and disposal of over 37,000 cubic yards of C&D debris. There were also 418 pieces of white goods removed and disposed of during the project. CrowderGulf has worked with their monitoring firm, Thompson consulting on the project. The total cost for this project was \$349,990.

Waller County was also affected by the storms with flooding and straight lined winds. CrowderGulf was activated to remove a small amount of vegetative and C&D debris. Just over 1,000 cubic yards of debris was removed and disposed of in 7 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$19,674.

Third Round of Storms in Texas – In April another round of severe storms and flooding hit Texas (FEMA-4269-DR-TX). CrowderGulf was once again activated in Montgomery and Waller Counties. CrowderGulf worked in these counties with the same tasks as with the previous storm.

Montgomery County accumulated an additional 39,079 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$520,549.

Waller County accumulated an additional 1,183 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$18,402.

CrowderGulf was also activated in Brazoria County, TX. To date, CrowderGulf has removed approximately 19,202 cubic yards of C&D debris. The debris is being hauled to a final disposal facility and is being monitored by Tetra Tech. The cost of the project so far is estimated at \$301,984.

Along with the other Texas Counties, the contract for debris removal services has also been activated by the Texas General Land Office for the cleanup efforts on 20 miles of Brazoria County's beaches. CrowderGulf worked closely with their monitoring firm, Tetra Tech, on this project with over 6,000 cubic yards of vegetative debris being removed and disposed. The total cost of this project was \$397,252.

In August, Louisiana experienced storms that caused severe flooding. CrowderGulf was awarded a contract for debris removal in Central, LA in East Baton Rouge Parish. Among the debris hauled were C&D and HHW. CrowderGulf worked closely with the City's debris monitor, Debris Tech who is using their ADMS system. The final project total was: \$5,486,871 and our team removed and disposed of 324,951 cubic yards.

2015 Floods & Storms

Ice Storms - Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

Texas Flooding - In June of 2015, CrowderGulf was activated by Blanco County for debris removal operations after severe storms came through the County. Vegetative and C&D debris was collected and hauled directly to a landfill.

South Carolina Flooding - In early October 2015, a cold front with widespread heavy rain moved southeast across the Carolinas and interacted with Hurricane Joaquin to produce record breaking rains throughout the region. Rainfall across parts of South Carolina reached 500-year event levels, with areas within Richland County, SC experiencing 1-in-1,000 year levels. The record breaking rainfall overwhelmed the Midlands causing severe flooding, power outages, dam breaches, road washouts and bridge collapses.

On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. CrowderGulf immediately mobilized forces and began debris removal operations simultaneously in both Counties. Over the next few weeks, CrowderGulf hauled the flood related debris, inclusive of demolished house debris, damaged furniture and possessions, electronic waste, appliances, white goods (washers, dryers, refrigerators, etc.) and household hazardous waste (HHW) to the local landfills. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).

Texas Tornadoes - In November of 2015, the City of Friendswood, TX experienced damages from a tornado that devastated several neighborhoods. CrowderGulf responded quickly to remove and dispose of the 8,700 cubic yards of debris.

2015 Storms Projects and Tasks								
15 Total Clients	Number of Clients in 2015 Storms Utilizing Task							
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	White Goods/ Ewaste	HHW	Wet Debris	Sand/ Beach Work	Special Projects
\$2,727,109	9	1	12	1	1	5	1	8

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornadoes across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). The debris services included emergency debris removal and reduction of over **280,000** cubic yards of debris. It also involved managing citizen drop sites, removing over **600** leaning trees and hanging limbs from over **1000** trees, removing over 150 hazardous stumps, clearing storm debris from beaches, providing pumping stations for flooded areas, and removing drift debris from rivers. **The total event** utilized 10 subcontractors, 54 trucks including certified trailers (all averaging around 54 cubic yards capacity). Twelve tree crews and several more crews doing specialized tasks were used and all managed by CrowderGulf.

Ice Storms Pax and Ulysses - These February, 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms.

In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris. CrowderGulf was also tasked with the removal of leaning trees and hanging limbs in both South Carolina counties. Hanging limbs were removed from over **30,000** trees from both counties and over **277,000** cubic yards of vegetative debris removed. All work in both counties was completed in a little over two months.



The third contract activated was Greensboro, NC, for debris removal. Work was completed in Greensboro in approximately 45 days and 13,510 tons of debris removed.

During these three projects, CrowderGulf managed 26 tree crews from 18 subcontractors to complete the work. Over 123 trucks were certified and hauled debris, including certified trailers (averaging approximately 67 cubic yards capacity).

2014 Storms Projects and Tasks										
13 Total Clients	Number of Clients in 2014 Storms Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Wet Debris	Sand/ Beach Work	Special Projects
\$9,866,559	9	5	10	1	3	5	3	2	1	1

2012 Tropical Storms Beryl and Debby; Hurricanes Isaac and Sandy

Tropical Storms Beryl and Debby - Following two early season tropical storms, CrowderGulf was activated for debris removal in Nassau County, FL; Polk County, FL; and the Town of Fort Myers Beach, FL. The work consisted of hauling and reducing vegetative debris and cleaning and restoring beaches.

Hurricane Isaac - CrowderGulf had nine contracts activated across three states. Our work ranged from providing emergency "Push" operations in Key West, FL, sand removal and sand screening for the Town of Dauphin Island, AL, to debris removal and reduction, providing generators and removal of hazardous leaners and hangers.

Hurricane Sandy - This late season storm at the end of October affected the entire Eastern Seaboard from Florida to the New England states. By far, the greatest damage was inflicted on the New York and New Jersey coasts.

As part of the "Superstorm Sandy" cleanup, the State of New Jersey Department of Environmental Protection (NJDEP) awarded three waterway contracts in January, 2013. CrowderGulf was awarded the central coast of New Jersey where **the worst damage occurred**. In this area, the ocean surged over the densely populated chain of barrier islands and into Barnegat Bay causing massive destruction to the homes in its path. As a result, debris, sand, and multiple homes were washed into the Bay. Some homes were left almost intact while others were torn apart and strewn across the Bay waters.

CrowderGulf was tasked with removing all storm related debris from the Bay and all tributaries in the central region of New Jersey, including wetlands and salt marshes. Submerged debris required using side scan sonar to locate and document the submerged storm debris. CrowderGulf conducted side scan sonar, evaluated the results, and then directed crews to remove the identified debris. **Over 100,000 cubic yards of submerged and floating debris were removed.**

Crews completed the removal of eligible floating and submerged debris in approximately eight months. Part of this operation was the management of the aggregate site for the vessels and vehicles removed from the waterways, which included 6 vehicles and 117 vessels. The total project value for this contract with the NJDEP was **over \$57,000,000**. The Sandy waterway project in New Jersey presented several unique situations such as the requirement that no waterway debris could touch the ground. The debris had to be off-loaded directly into a debris hauling truck and taken to the final disposal site. CrowderGulf had to secure several off-loads sites and each site had to be approved by the NJDEP. Both public and private sites were identified and all necessary documentation secured before any site was used.

Besides removing eligible submerged debris, four large homes that were pushed into Barnegat Bay had to be demolished and removed. This was a slow and careful process conducted on the water using long-reach track hoes with grapples on barges to take the houses apart and load the debris onto debris barges. The house debris was taken to the off-load site and loaded into the hauling trucks for disposal.



The tremendous amount of debris that was deposited in the wetlands and salt marshes presented another unique situation. CrowderGulf was tasked with removing the eligible debris while ensuring minimal disturbance to these areas. CrowderGulf used specialized low ground pressure amphibious equipment to minimize further damage to the sensitive areas. In addition, all work was scheduled to accommodate the endangered/protected species in the region. Another unique aspect of this contract was the removal of over 300,000 cubic yards of displaced sediment that Sandy washed into Barnegat Bay. The operation involved mechanical dredging, hydrographic surveying, staging the dredged sediment for drying, screening the sediment, replacing beach quality sand on the ocean side, and hauling the remainder of the sediment and debris to a certified disposal site.

As a result, over **320,000** cubic yards of displaced sediment were dredged from the Bay areas and over 100,000 cubic yards of sediment were screened and returned to beach quality sand. The documentation for this part of the Sandy project required a combination of measures be implemented to document the dredged sediment. Pre- and post-hydrographic surveys were used in measuring the dredging that was done. The dirty and screened sediment, and resulting debris, were measured by truck loads and documented using cubic yards and truck load tickets.

CrowderGulf is the most experienced contractor in waterway disaster debris removal. During this project, several of our documentation methods and procedures were adopted and used as a model for the other two companies working under this contract.

Other projects, as a result of Hurricane Sandy, included activation by two coastal towns, one in Florida and the other in North Carolina. In November, 2012, CrowderGulf hauled and removed vegetative and C&D debris for Kitty Hawk, NC, and provided sand removal operations for roadways in Ft. Lauderdale, FL. These contracts resulted in the removal of over **274,725** cubic yards of debris at a cost of **\$3,016,226**.

Overall, during the 2012 season of two tropical storms and two hurricanes, CrowderGulf managed 15 subcontractors, which included 274 trucks, 3 tree crews, and multiple boat crews, side scan sonar crews, dredging and hydrographic surveying crews.

2012 Tropical Storm Beryl & Debby; Hurricanes Isaac & Sandy Projects and Tasks												
15 Total Clients	Number of Clients in Tropical Storms Beryl & Debby; Hurricanes Isaac & Sandy Utilizing Task											
Contract Amt	Push	ROW Hauling	Debris Reduction	Debris Disposal	Grind	Vessel/ Vehicle Removal	L&H	Wet Debris	Side Scan Sonar	Sand/ Beach Work	Special Projects	Generators
\$60,769,355	1	7	3	8	3	2	1	1	1	8	6	1

2011 Hurricane Irene

Following Hurricane Irene in 2011, CrowderGulf was activated for debris removal, reduction and disposal contracts by **20 municipalities in North Carolina and four municipalities in Virginia**. We were also awarded **six contracts with the North Carolina Department of Transportation (NCDOT) to remove debris from DOT roads in 13 counties**. During these activations we developed, managed and restored **13 temporary DMSs** and removed over **1.5 million cubic yards of debris**, for a total cost of **\$14,754,641**.

The work in North Carolina and Virginia primarily involved **ROW debris removal, reduction and disposal of both C&D and vegetative debris**. These contracts ranged from work that required no more than two trucks and one day of work, to sixty trucks and over three months work. Some towns had less than **5,000** cubic yards of debris removed while others had over **100,000** cubic yards. Regardless of the amount of debris, size or location, CrowderGulf provided immediate and effective debris removal to all clients. During Hurricane Irene recovery, CrowderGulf worked with **four different monitoring firms** while managing **527 trucks** from approximately **50 subcontractors**.

2011 Hurricane Irene Projects and Tasks											
25 Total Clients		Number of Clients in Hurricane Irene Utilizing Task									
Contract Amt.	Tonnage	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	Burn ACI	Grind	HHW	L&H	Monitoring Co	Special Projects
\$14,384,727	3	20	16	20	5	9	6	1	2	11	5

Throughout the Hurricane Irene work, CrowderGulf was also working along the Alabama Gulf Coast on the BP Deepwater Horizon oil spill cleanup.

2010 BP Deepwater Horizon Oil Spill

On April 20, 2010, the BP Deepwater Horizon oil spill occurred, eventually leaking an estimated **4.9 million** barrels of oil into the Gulf of Mexico. From the beginning, CrowderGulf played a role in the cleanup, responding first to the needs of our pre-event clients. Throughout this project, the CrowderGulf management team and crews worked hand in hand with local, state, federal agencies and municipalities as well as with BP management and BP Safety, Quality Assurance and Quality Control personnel to safely and efficiently complete the project. In all efforts, CrowderGulf complied with all laws,



rules and regulations designed to protect the environment and wildlife habitats. In every aspect of the project, CrowderGulf remained sensitive to public concerns and requests. After September, 2010, CrowderGulf was primarily involved in on-shore cleanup using hand crews and power screening. This operation included simultaneously managing five field offices in two counties. At the height of the response, work at these five sites involved the employment of over **1,200 people** and approximately **700 pieces of equipment** to clean Alabama beaches. In approximately five months, CrowderGulf screened the entire Alabama coast from the toe of the dunes to ten feet above the rack line. This required the coordination of over **160 pieces of heavy equipment**, including **40 one-ton off-road trucks** and **JD-330 size excavators** with operators. Approximately **7 billion pounds** of sand was screened and over **3 million pounds of hydrocarbon** material was recovered from the beaches in both counties.

CrowderGulf also provided services to several pre-event contract clients along the Gulf Coast that were directly affected by the Deep Horizon oil spill.

Other types of operations we conducted in response to the Oil Spill include:

Work Performed	Location	Purpose of Work
Berm Construction	Dauphin Island, AL	Prevent oil from reaching beach areas
Lagoon Pass Dredging to close opening to Gulf	Gulf Shores, AL	To protect lagoon from oil contamination
Back Bay Skimming	Orange Beach, AL	Provided boats and skimmers to patrol back bay waters in an effort to remove oil sheen
Boom Placement	Baldwin County	Prevent oil from coming ashore and protection of wetlands
Anchor Retrieval	Alabama Gulf Coast Ways	Locate by side scan sonar and retrieve boom anchors abandoned by other contractors
Gabian Basket Removal	Dauphin Island/Fort Morgan	Removed from Surf Line

2008 Hurricane Ike

After Hurricane Ike in 2008, CrowderGulf managed **36 contracts** and removed, reduced and disposed of approximately **17 million cubic yards of debris**. During these activations, we developed, **managed and restored 27 temporary DMSs**. The total cost for these contracts was approximately **\$180,000,000**. This operation included Right-of-Way (ROW) and Right-of-Entry (ROE) debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal and proper disposal of white goods, e-goods, tires, hazardous household materials and abandoned vehicles and vessels, marine debris removal and disposal, and beach cleaning and sand screening.



Hurricane Ike did the most damage in Texas and, as a result, CrowderGulf had pre-event contracts activated in **five counties and 23 cities in that state**. Two days before Hurricane Ike made landfall, CrowderGulf's management team was on-site in Texas and communicating with the counties and cities in preparation to begin immediate response and recovery efforts for debris removal. Immediately after the storm, CrowderGulf's management team and subcontractors were in place to begin the cleanup in affected areas of Texas.

Throughout the recovery process, the same CrowderGulf senior management personnel were directly involved with the cleanup operation and worked closely with county, state and federal officials and their representatives to ensure that all debris was FEMA eligible and reimbursable. CrowderGulf communicated daily with all appropriate officials and assisted in decision-making to successfully complete the project.

CrowderGulf **simultaneously completed three contracts for the Texas General Land Office (GLO)** for beach cleaning which included sand screening, side scan sonar of gulf and bay waters, removal and disposal of sunken debris, and removal and disposal of abandoned and sunken vessels in waterways under the responsibility of the GLO.

2008 Hurricane Ike Projects and Tasks											
36 Total Clients		Number of Clients in Hurricane Ike Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	ROE	Haz Mat	HHW	L&H	Marine Debris	Special Projects	Vacuum Truck	Generators
\$176,411,377	28	21	22	5	1	12	7	7	5	2	4

2005 Hurricanes Katrina, Rita and Wilma

Following these storms, CrowderGulf had **56 contracts** activated **across five states**, and completed all of them successfully by removing, reducing and disposing of over **18 million cubic yards of debris**. We developed, managed and restored **35 temporary DMSs** during these activations. The total cost for these contracts was approximately **\$267,000,000**. This operation included ROW and ROE debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal of marine debris, removal and proper disposal of white goods, e-goods, tires, hazardous household materials, abandoned vehicles and vessels, sand screening and beach restoration.

2005 Hurricanes Katrina, Rita & Wilma Projects and Tasks														
56 Total Clients		Number of Clients in Hurricanes Katrina, Rita & Wilma Utilizing Task												
Contract Amt.	PUSH	ROW Hauling	Debris Reduction	Debris Disposal	ROE	Stump Work	L&H	White Goods/ E-Goods	Demo	Side Scan Sonar	Sand Screening	Marine Debris	Vac Trucks	Generators
\$265,772,848	13	27	21	27	6	8	4	2	3	4	4	9	1	5

2004 Hurricanes Charley, Frances, Ivan, Jeanne

In 2004, as a result of the four hurricanes within a six week span, CrowderGulf had **36** pre-event contracts activated. 23 of these were in Florida, 12 in Alabama, and one in Mississippi. All of these projects were in operation simultaneously during the period from October, 2004 through December, 2004, and some continued through June, 2005. During these activations we developed, managed and restored **61 temporary DMSs** and removed over **16 million cubic yards of debris** during this timeframe for a total cost of **\$292,426,233**.

CrowderGulf was activated by both large and small municipalities and provided quality service to all of them. CrowderGulf had nine field offices in operation during these projects. All field offices were operated by local citizens who were provided on-the-job-training and were managed by CrowderGulf's on-site senior management.

As with all of CrowderGulf's projects, from the beginning to the end of the work, CrowderGulf's Management Teams remained the same for each contract, and met with County officials daily to provide the leadership and guidance that allowed all of the damaged areas to be cleaned up in an organized manner. As a result, correct decisions were made in order to get the eligible hurricane debris removed and to restore the Cities/Counties to normal, as quickly as possible. In addition, CrowderGulf helped City and County officials ensure FEMA reimbursement for all eligible work.

2004 Hurricanes Charley, Frances, Ivan & Jeanne Projects and Tasks											
36 Total Clients	Number of Clients in Hurricanes Charley, Frances, Ivan & Jeanne Utilizing Task										
Contract Amt	PUSH	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	L&H	White Goods/E-Goods	Beach Work	Wet Debris	Generators	Special Projects
\$276,149,129	8	28	23	27	16	6	4	4	2	1	2

2003 Hurricane Isabel

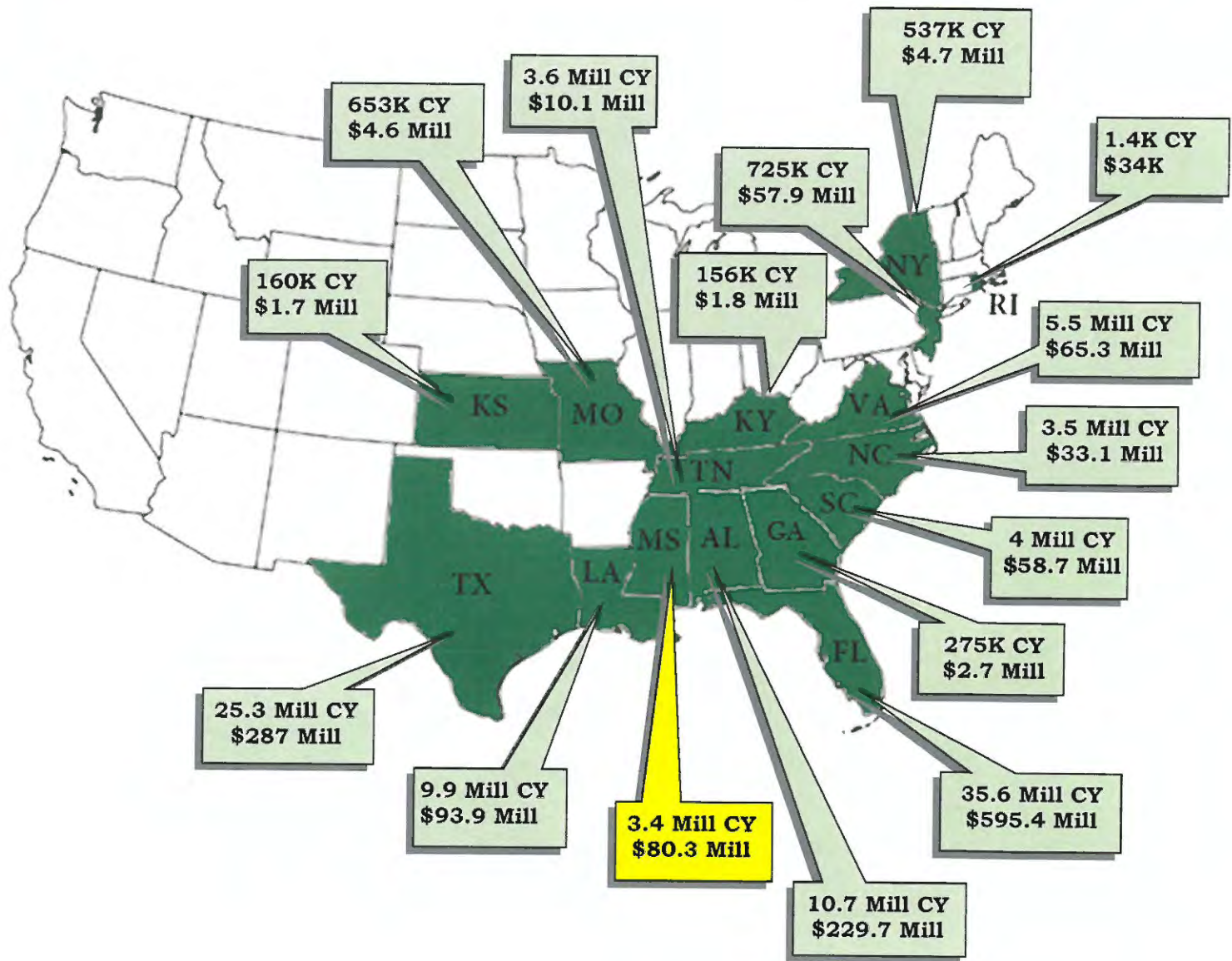
On September 17, 2003, the day before Hurricane Isabel made landfall, CrowderGulf was issued a NTP by the Virginia Peninsulas Public Service Authority (VPPSA) for the Cities of Newport News and Poquoson, and the Counties of James City and York. On the same day, the Southeastern Public Service Authority (SPSA) issued CrowderGulf a NTP for the Cities of Norfolk, Suffolk, Virginia Beach and Isle of Wight and Southampton Counties. CrowderGulf subsequently mobilized **1,063 trucks, 155 loaders, eleven tub grinders, nine air curtain incinerators, and numerous pieces of support equipment.** Manpower mobilization exceeded **1,450 people**.

CrowderGulf was also activated by **seven additional municipalities** after Hurricane Isabel. In Dare County, CrowderGulf mobilized manpower and equipment by ferry and barge. During these activations we developed, managed and restored **19 temporary DMSs** and removed over **5 million cubic yards of debris, for a total cost of \$66,344,733.**

2003 Hurricane Isabel Projects and Tasks									
16 Total Clients	Number of Clients in Hurricane Isabel Utilizing Task								
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	Burn ACI	Grind	L&H	Wet Debris	Beach Work
\$66,344,733	16	15	16	11	5	12	3	1	1

The work in North Carolina and Virginia primarily involved ROW debris removal, reduction and disposal of C&D and vegetative debris, right-of-entry debris removal, tree removal, demolition of structures, sand screening, rebuilding and replanting sand dunes and white goods removal and disposal.

CrowderGulf's Historical Workload & Experience Across the U.S.



Past Performance Chart

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past 15 years. If CrowderGulf was activated to pre-position for emergency road clearing operations, the word "Push" is listed under the Description of Work. An actual response time can be different for each client depending on their issuance of a NTP and the terms of their contract. Please feel free to contact any of our past clients for references regarding our past performance. **A complete past performance list can be made available dating back to Hurricane Frederick in 1979 if requested.**

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Hurricane Michael CAT V (FL)	9 Activations - 24 DMS's	\$188,558,900 + Total Event Cost	10,178,510 + Total Event CY	
Apalachicola, FL 10/21/2018-12/18/2018	Removed & Disposed: vegetation; Reduced: Grinding (52,178cy); Leaners (5) & Hangers (1,267 trees); White Goods (8); Monitored by Tetra Tech	\$1,044,871	59,069	Ronald W. Nalley, City Manager; 1 Avenue E., Apalachicola, FL 32320; arnklibary2017@gmail.com
Bainbridge, GA 04/04/2019-Ongoing	Removed & Disposed: vegetation; Reduced: Grinding (5,380cy); Leaners (367) & Hangers (40,335 trees); Monitored by True North	\$465,313	5,360	Chris Hobby, City Manager, 101 South Broad Street Bainbridge, GA 39817 office: 229-248-2005 cell: 229-515-0085 chrish@bainbridgecity.com
Bay Co, FL 10/17/2018-Ongoing	Removed & Disposed: vegetation; C&D Compact (396,328cy) Reduced: Grinding (1,401,632cy) Leaners (3,814) & Hangers (5,782 trees); White Goods (32); Monitored by Landfill Strategies	\$32,526,902	2,207,668	Keith Bryant, Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountyny.gov
Carrabelle, FL 10/30/2018-12/19/2018	Removed & Disposed: vegetation; Reduced Grinding (18,456); Hangers (404 trees); Monitored by Tetra Tech	\$360,820	20,056	Courtney Dempsey, CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; citycbe1@gtcom.net
Dauphin Island, AL 10/10/2018-10/22/2018 01/10/2019-21/3/2019	Sand Removal	\$271,683	Hrly	Mayor Jeff Collier, 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Decatur Co, GA 03/22/2019-Ongoing	Removed & Disposed: vegetation; Leaners (1,914) & Hangers (18,585 trees); Monitored by True North	\$2,064,609	17,208	Alan Thomas, County Administrator PO Box 726 Bainbridge, GA 39818 Office: 229-248-3030 althomas@decaturcountyny.gov
FL DEP 02/07/2019-Ongoing	Removed & Disposed: waterway vegetation; Reduced Grinding (116,673cy); Monitored by Eisman Russo	\$17,462,034	141,132	Scott Woolam, Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Franklin Co, FL 10/16/2018-01/24/2019	Removed & Disposed: vegetation; Reduced Grinding (90,244cy); Leaners (67) & Hangers (1,414 trees); Ewaste (94); White Goods (233); HHW (145lbs); Monitored by Tetra Tech	\$2,213,220	126,087	Pamela Brownell, EM Director, 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Jackson Co, FL 10/12/2018-Ongoing	Removed & Disposed: vegetation; Reduced Grinding (2,221,316cy); Leaners (12,767) & Hangers (15,008 trees); Stumps (7); Monitored by Metrics	\$36,213,608	2,352,198	Rodney Andreasen, Director of Emergency Management; 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446; 850-718-0007; Cell 850-573-1058; randerasen@jacksoncountyny.com
Lynn Haven, FL 10/10/2018-5/9/2019	Removed & Disposed: vegetation; Reduced Grinding (500,178cy); Leaners (404) & Hangers (1,580 trees); Stumps (21); Monitored by Tetra Tech. Provided Sat. Phones	\$10,325,243	633,615	Michael White, City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 855-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Mexico Beach, FL 2/25/2019-Ongoing	Dredging Canal and disposing of hurricane debris	\$4,249,831	38,000	
Panama City Beach, FL 01/14/2019-01/24/2019	Removed & disposed of vegetation (54,233cy) & C&D (7,017cy) ground on site and hauled out (18,074cy)	\$444,581	61,250	Janine Thomas, PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcbgov.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Panama City, FL 10/11/2018-Ongoing	Removed & Disposed: vegetation; C&D Compact (1,234,118cy); Reduced Grinding (2,051,548cy); Leaners (13,503); Hangers (31,176 trees); Stumps (2,546); Monitored by Landfill Strategies	\$59,524,958	3,307,326	Neil Fravel, Director of Public Works; 819 E. 11th Street, Panama City, FL 32401; 850-872-3015; nfravel@pcgov.org
Parker, FL 10/23/2018-5/10/2019	Removed & Disposed: vegetation; C&D Compact (159,189 cy) Reduced: Grinding (389576cy); Leaners (344) & Hangers (846 trees); Stumps (21); Monitored by Tetra Tech	\$7,669,442	535,114	Nancy Rockwell, City Clerk; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; narowell@cityofparker.com
Washington Co, FL 10/18/2018-Ongoing	Removed & Disposed: vegetation; Reduced: Grinding (1,403,361cy); Leaners (10,301), Hangers (35,683) Stumps (108); Monitored by Wiff O'Briens	\$22,514,578	1,457,666	Ms. Lynne Abel, EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; label@washingtonfl.com
2018 Hurricane Florence CAT 1 (NC & SC)	18 Activations - 16 DMS's - FEMA-DR-4292-NC	\$28,521,987 Total Event Cost	1,851,851+ Total Event CY	
Bald Head Island, NC 10/09/2018-02/20/2019	Removed & Disposed: vegetation; Reduced Grinding (24,599cy); Leaners (275) & Hangers Trees (3,148); WG (225); HHW (1,440 lbs) Monitored by Landfill Strategies	\$1,383,281	34,059	Chris Clemmons, Director of Public Works; 110 Rothschild Street, Holden Beach, NC 28463; 910-842-6488; pworks@hbtownhall.com Chris McCall - Village Manager, 910-457-9700; cmccall@villagebh.org
Bolivia, NC 10/02/2018-01/15/2019	Removed & Disposed: vegetation; Reduced Grinding (749cy); Leaners (10) & Hangers Trees (36); Monitored by Landfill Strategies	\$15,489	1,064	Dustin Graham, Director of Public Works; 700 Sunset Blvd., Sunset Beach, N 28468; 910-579-6297 ext 1048, Cell 910-443-1144; dgraham@sunsetbeachnc.gov Jane Marston, Mayor; 910-471-2024
Brunswick Co, NC 09/26/2018-01/24/2019	Removed & Disposed: vegetation, C&D Reduce Grinding (323,632cy); Leaners (2,196) & Hangers (19,133 trees); Monitored by Landfill Strategies	\$6,106,287	385,556	Wyatt Richardson, Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; wrichardson@townofleland.com Micki Bozeman, Solid Waste Coordinator, micki.bozeman@brunswickcountync.gov
Caswell Beach, NC 10/05/2018-01/22/2019	Removed & Disposed: vegetation; C&D Reduced Grinding (8,722cy); Leaners (3) & Hangers (182 trees); Monitored by Landfill Strategies	\$154,906	10,520	Mayor Jane Marston; PO Box 93, Bolivia, NC 28422; 910-471-2024; townhall.bolivia@atmc.net
Duplin Co, NC 10/01/2018-12/11/2018	Removed & Disposed: vegetation; Reduced Grinding (92,323cy); White Good (1,186cy); HHW (6,200 lbs); Monitored by Tetra Tech	\$2,682,013	190,032	Chris Vernon, Emergency Management Director; 209 Seminary St. Kenansville, NC 28349; 910-296-2160 x224, Cell 910-271-2772; chris.vernon@duplincountync.com
Fayetteville, NC 09/26/2019-12/07/2018	Removed & Disposed: vegetation; Reduced Grinding (126,511cy); Monitored by Tetra Tech	\$1,991,073	120,741	Jackie Tuckey, Public Information Officer 910-433-1854; jtuckey@ci.fay.nc.us Scott L. Bullard, Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us
Holly Ridge, NC 10/04/2018-01/09/2019	Removed & Disposed: vegetation; Reduced Grinding (8,973cy); Hangers (135 trees); Monitored by Tetra Tech	\$143,935	11,575	Heather Reynolds, Town Clerk 212 N Dyson Street Holly Ridge, NC 28445 910-329-7081 townclerk@townofhollyridge.net
Jacksonville, NC 09/07/2018-02/06/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (273,805cy); Leaners (39,190) & Hangers (2,823 trees); Stumps (4); Monitored by Thompson	\$5,245,709	269,224	Wally Hansen, Public Services Director - Engineering & Construction; PO Box 128. Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us ; Dr. Richard L. Woodruff, City Manager; 910-938-5220; citymanager@ci.jacksonville.nc.us
Leland, NC 09/29/2018-12/21/2018	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (113,668cy); Leaners (143) & Hangers (872 trees); Monitored by Landfill Strategies	\$1,527,901	113,668	Wyatt Richardson, Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 wrichardson@townofleland.com
Navassa, NC 10/23/2018-11/28/2018	Removed & Disposed: vegetation and C&D. Monitored by Landfill Strategies	\$184,995	15,811	Mayor Eulis Willis; 334 Main St., Navassa, NC 28451; 910-371-2432; mayor@townofnavassa.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Northwest, NC 10/16/2018-12/01/2018	Removed & Disposed: vegetation and C&D; Leaners (15) & Hangers (81 trees); Monitored by Landfill Strategies	\$29,944	1,879	Mayor James Knox - 910-515-9677 - cityofnorthwest@cityofnorthwest.com
North Topsail Beach, NC 09/18/2018-12/19/2018	Removed & Disposed: vegetation; ROW to DMS, C&D Reduction (40,178cy) and Sandscreening (37,171cy); Monitored by Tetra Tech	\$1,282,198	40,178	Thomas Best, Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; tbest@ntbnc.org
Oak Island, NC 10/09/2018-01/23/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (55,965) Leaners (154) & Hangers (2,752 trees); Monitored by Land Strategies	\$1,764,065	129,837	David Kelley, Town Manager; dkelly@ci.oak-island.nc.us
Onslow Co, NC 09/29/2018-01/12/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (408,348); Leaners (78) & Hangers (9,313 trees); Monitored by Tetra Tech	\$6,349,681	477,354	Norman Bryson, Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov
Richlands, NC 10/05/2018-01/05/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (7,600); Hangers (192 trees); Monitored by Tetra Tech	\$138,477	9,144	Greg Whitehead, Town Administration; 910-324-3301 or 910-358-4500 administrator@richlandscnc.gov
Sandy Creek NC 10/15/2018-11/12/2018	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (1,189cy); Monitored by Land Strategies	\$14,987	1,889	Genn Marshall, Mayor; 910-655-6028 or 240-256-0810
SCDOT 09/14/2018-11/28/2018	Removed & Disposed: vegetation; HHW (540 lbs); Monitored by Thompson	\$117,808	4,867	Tom Johnson, SCDOT Manager / Emergency Operation; 803-354-2288; johnstona@scdot.org
Shallote, NC 10/05/2018-01/16/2019	Removed & Disposed: vegetation; ROW to DMS & Reduced Grinding (10,169cy); Monitored by Land Strategies	\$151,948	10,169	Mimi Gaither, Town Administrator; 910-619-7452
Swansboro, NC 09/07/2018-11/07/2018	Removed & Disposed: vegetation; Reduced Grinding (30,816cy); Leaners (8) & Hangers (90 trees); Monitored by Thompson	\$535,676	30,816	Scott Chase, Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; schase@ci.swansboro.nc.us
Varnamtown, NC 10/11/2018-01/15/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (4,369cy); Leaner (9); & Hanger (283 trees); Monitored by Land Strategies	\$68,261	4,369	Judy Galloway, Mayor; 910-842-6697; jlg@atmc.net
2018 Project Other Projects	4 Contracts	\$793,126		
Dauphin Island, AL	Tropical Storm Gordon - Sand Removal	\$14,000	Hourly	Mayor Jeff Collier; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Eastern Shipbuilding Group	Dredging	\$741,332	Hourly	Greg Bourdreaux, Project Manager 2200 Nelson Street Panama City, FL 32402 850-763-1900 xt. 3328 Cell: 850-819-9093, gbourdreaux@easternshipbuilding.com
Orange Beach, AL	Coastal Cleanup	\$2,200	Hourly	Phillip West, Coastal Resource Manager; 4101 Ogange Beach Blvd., Orange Beach, AL 36561; 251-981-6788, Cell 251-747-6166; pwest@orangebeachal.gov
TNC - The Nature Conservancy	Constructed Living Shoreline; Channel Dredging; Spoils Removal and Helen Woods Park Oyster Castle Pallets	\$28,800	Hourly	Mary Kate Brown, Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, mkbrown@tnc.org
2018 Red Tide / Fish Kill Cleanup	6 Contracts Activated for Event	\$2,341,980 Total Event Cost		
Barrier Islands Park, Boca Grande, FL 8/8/2018-8/14/2018	Remove debris from beach	\$7,051	Hourly	Sharon McKenzie, Exec. Dir., Barrier Islands Parks Society, PO Box 637, Boca Grande, FL 33921, 941-964-0060, smckenziebips@gmail.com
Collier Co, FL 8/27/2018-9/4/2018	Remove debris from Canal & Bay	\$47,444	Hourly	Gary McAlpin, Gary.McAlpin@colliercountyfl.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
FL Myers Beach, FL 7/31/2018-8/12/2018	Remove debris from Beach / Canal & Bay	\$262,767	Hourly	Chelsea O'Riley, chelsea@fmbgov.com
Lee Co, FL 8/20/2018-9/3/2018	Remove debris from Beach / Canal & Bay	\$374,201	Hourly	Mary Tucker, Dir of Procurement, Lee Co Board of County Commissioners, 1500 Monroe St, 4th Floor, Ft Myers, FL 33901, 239-533-8881, mtucker@leegov.com
Sanibel, FL 7/31/2018-9/6/2018	Remove debris from Beach / Canal & Bay	\$1,556,961	Hourly	Laura Zautcke, Ops Manager, City of Sanibel, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-9615, ext 368, Laura.Zautcke@mysanibel.com
Sarasota Co, FL 8/28/2018-8/31/2018	Remove debris from Beach	\$93,556	Hourly	Lois Rose, Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net
2017 Hurricane Nate	3 Contracts Activated for Event	\$2,119,616 Total Event Cost	165,947 Total Event CY	
Dauphin Island, AL 10/8/2017-4/3/2018	Clearing Sand from the Roads	\$2,100,704	163,903	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
Dauphin Island Water Authority, AL 12/12/2017-12/15/2017	Sand Push	\$5,702	Hourly	Vaile Feemster, DIWSA@AOL.COM
Mobile, AL 11/16/2017-11/20/2017	Removed & Disposed: C&D,	\$18,911	2,044	Bill Harkins, Public Works Dir, harkinsb@cityofmobile.org
2017 Hurricane Irma	64 Contracts Activated for Event - 115 DWS Managed for Event	\$202,589,827 Total Event Cost	10,447,423 Total Event CY	
Apopka, FL 9/24/2017-01/26/2018	Removed & Disposed: vegetation, hangers (1,194 ea), stumps (15); Tasks: Storm Sewer Cleaning; Monitored by Landfall Strategies	\$2,108,037	150,295	Josh Robinson, Solid Waste Operations Manager, 748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 robinson@apopka.net
Arcadia, FL 10/2/2017-12/11/2017	Removed & Disposed: vegetation, hangers (894 trees), leaners (107 trees), stumps (13); burned (33,868); Reduced: at 1 site by burning; Monitored by Landfall Strategies	\$489,522	33,868	Beth Carsten, Finance Director 23 North Polk Ave. Arcadia, FL 34266, 863-494-4114 fax: 863-494-4712 ecarsten@arcadia-fl.gov Penny Delaney, City Clerk 23 North Polk Ave. Arcadia, FL 34266 863-494-4114 fax: 863-494-4712 pdelaney@arcadia-fl.gov
Aventura, FL 9/15/2017-11/07/2017	Removed & Disposed: vegetation, mulch, hangers (708 trees) Reduced: at 1 site by grinding Monitored by Volkert	\$379,842	8,367	Joseph Kroll, Public Works Director 19200 W. County Club Drive Aventura, FL 33180 cell: 305-525-1694, ofc: 305-466-8970 fax: 305-466-3277 jkroll@cityofaventura.com Alan Levin, Public Works Operations Manager 19200 W. County Club Drive Aventura, FL 33180 cell: 305-218-6844 ofc: 305-466-8931 alevine@cityofaventura.com
Bonita Springs, FL 9/23/2017-12/12/2017	Removed & Disposed: C&D, vegetation, grind (412,401), mulch, leaners (357) / hangers (10,148 trees) Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$6,521,630	440,154	Arleen Hunter, Assistant City Manager 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6246 fax: 239-949-6262 Arleen.hunter@cityofbonitasprings.org
Brevard Co, FL 9/18/2017-11/29/2017	Removed & Disposed: C&D, vegetation, mulch Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$2,370,625	172,031	"Euri" Euripides Rodriguez, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us
Casselberry, FL 9/20/2017-01/03/2018	Removed & Disposed: C&D, vegetation, mulch, leaners (58) / hangers (26 trees), stumps (21) Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$364,046	20,817	Mr. Charles "Chuck" Smith Public Works Parks and Facilities Supervisor 95 Triplet Lake Drive Casselberry, FL 32707 cell: 321-388-4194 ofc: 407-262-7725 xt. 1717 csmith@casselberry.org Willie Velez, Procurement Administrator 95 Triplet Lake Drive Casselberry, FL 32707 ofc: 407-262-7700 xt. 1137 fax: 407-262-7746, wvelez@casselberry.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Charlotte County, FL 11/11/2017-01/26/2018	Removed & Disposed: C&D, vegetation, leaners (238) / hangers (5,070 trees); Monitored by Tetra Tech - ADMS	\$1,032,095	6,193 Tons	Richard Allen , SW Operations Manager, 25550 Harbor View Rd, Unit 2, Port Charlotte, FL 33982, 941-764-4393, richard.allen@charlottecountyfl.gov
Chatham Co, GA 9/20/2017-1/9/2018	Removed & Disposed: C&D, vegetation, mulch, grind (60,495) Reduced: at 1 site by grinding Monitored by Thompson-ADMS	\$440,701	26,958	Robert Drewry , Director of Public Works 7226 Varnedoe Drive Savannah, GA 31406 ofc: 912-652-6842 fax: 912-652-6845 rdrewry@chathamcounty.org Robin L. Maurer , Assistant Purchasing Director 1117 Eisenhower Drive, Suite C Savannah, GA 31406 ofc: 912-790-1623 fax: 912-790-1627 rmaurer@chathamcounty.org
Clay Co, FL 9/18/2017-1/10/2018	Removed & Disposed: C&D, vegetation, mulch, leaners / hangers; Reduced : at 6 site by grinding Monitored by Landfall Strategies	\$5,593,903	516,358	John Ward , EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com
Cocoa Beach, FL 9/18/2017-10/25/2017	Removed & Disposed: C&D, vegetation, mulch, compacted C&D; Reduced : at 1 site by grinding Monitored by Tetra Tech - ADMS	\$207,256	16,838	Rob Strong , Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, istrong@cityofcocoa.com
Coleman, FL 9/25/2017-12/18/2017	Removed & Disposed: vegetation, mulch, Stumps (6) Reduced: at 1 site by grinding Self Monitored	\$28,464	2,557	Mayor Milton Hill , 3502 E. Warm Springs Avenue Coleman, FL 33521 cell: 352-978-9938 ofc: 352-748-1017 Fax: 352-748-2291 miltonhill@cityofcolemanfl.com Ruth Busby , Public Services Director 3502 E. Warm Springs Avenue Coleman, FL 33521 ofc: 352-748-1017 Fax: 352-748-2291 ruthbusby@cityofcolemanfl.com
Collier County, FL 5/15/2018-12/20/2018	Removed & Disposed: drainage ditch debris, stumps (1,360), leaners (714); Monitored by Tetra Tech - ADMS	\$15,941,390	49,215	Gino Santabarbara , Gino.Santabarbara@colliercountyfl.gov Tony Barone , Tony.Barone@colliercountyfl.gov
Deltona, FL 9/19/2017-12/18/2017	Removed & Disposed: vegetation, mulch, leaners (99) / hangers (2,734 trees); Reduced : at 1 site by grinding Monitored by Tetra Tech - ADMS	\$3,257,453	288,403	Matt Doan , PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, midoan@deltonafl.gov
DeSoto Co, FL 10/2/2017-02/15/2018	Removed & Disposed: vegetation, mulch, leaners (459) / hangers (1 trees), stumps (228); Reduced : at 1 site by grinding Monitored by Landfall Strategies	\$1,479,493	91,100	Tom Moran , Emergency Management Director 2200 NE Roan Street Arcadia, FL 34266 Cell: 863-993-5855, Ofc: 863-993-4831, Fax: 863-993-4840 tmoran@desotobocc.com Cindy Talamantez , Purchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com
Edgewater, FL 9/19/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Wilt O'Briens - ADMS	\$409,726	57,937	Brenda DeWees , Dir of Env Services, 409 Mango Tree Drive Edgewater, FL 32132 386-424-2400, bdeweess@cityofedgewater.org
Edgewood, FL 9/21/2017-11/9/2017	Removed & Disposed: vegetation, mulch Reduced : at 1 site by grinding Monitored by Landfall Strategies	\$214,703	14,939	Bea L. Meeks , City Clerk, 405 Larue Ave. Edgewood, FL 32809 Cell: 352-267-8839, Ofc: 407-851-2920 Fax: 407-851-7361 bmeeks@edgewood-fl.gov Mayor Ray Bagshaw 405 Larue Ave. Edgewood, FL 32809 Cell: 407-230-0355, Ofc: 407-851-2920 rbagshaw@edgewood-fl.gov
Estero, FL 09/22/2017-02/04/2018	Removed & Disposed: vegetation Monitored by Rostan	\$30,998	1,596	David Willems , Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 239-221-5035 willems@estero-fl.gov
Flagler Beach, FL 9/22/2017-10/21/2017	Removed & Disposed: vegetation, C&D, mulch Reduced : at 2 site by grinding; Monitored by Thompson - ADMS	\$320,364	25,535	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com
FL DEP - Waterway 09/18/2017-03/31/2018	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal	\$43,636,590	267,008	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Flagler Co, FL 9/26/2017-11/6/2017	Removed & Disposed: vegetation Monitored by Eisman Russo	\$402,926	22,491	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Ft Myers, FL 9/27/2017-12/5/2017	Removed & Disposed: vegetation, mulch, leaners (47) / hangers (3,060 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$3,757,646	258,992	Mr. Saeed Kazemi , City Manager 2200 Second Street Ft. Myers, FL 33901 Cell: 239-851-1753 Ofc: 239-321-7024 SKazemi@cityofmyers.com Sandra Ryan , Interim Dep. City Clerk 2200 Second Street Ft. Myers, FL 33901 Ofc: 239-321-7035
Ft Myers Beach, FL 9/27/2017-12/7/2017	Removed & Disposed: vegetation, mulch Monitored by Thompson - ADMS	\$257,847	20,298	Roger Hernstadt , Town Manager 2523 Estero Blvd. Fort Myers Beach, FL 33931 Ofc: 239-765-0202 Fax: 239-765-0909 Roger@fimb.gov Scott Baker , Director of Public Works 2523 Estero Blvd. Fort Myers Beach, FL 33931 Cell: 239-218-7733 Ofc: 239-765-0202 sbaker@fortmyersbeachfl.gov
Glades Co, FL 10/3/2017-2/26/2018	Removed & Disposed: vegetation, C&D Reduced: at 6 site by burning Monitored by Thompson - ADMS	\$397,295	42,414	Angela Snow Colegrove , EM Director 500 Ave J. Moore Haven, FL 33471 Cell: 863-673-1837 Ofc: 863-946-6020 Fax: 863-946-1091 asn@myglades.com Paul Carlisle , County Manager 500 Ave J. Moore Haven, FL 33471 Ofc: 863-946-6000 pcarlisle@myglades.com
Hardee Co, FL 9/19/2017-1/31/2018	Removed & Disposed: vegetation, C&D, hangers (5,592), leaners (3) Monitored by Witt O'Briens - ADMS	\$1,067,905	67,343	Jill Newman , EM Director 404 W. Orange St. Wauchula, FL 33873 Cell: 863-832-0324 Ofc: 863-773-6373 Fax: 863-773-9390 jill.newman@hardeecounty.net Willie Nabong , PW Director 205 Hanchey Road Wauchula, FL 33873 Ofc: 863-773-3272 Fax: 863-773-0107 willie.nabong@hardeecounty.net
Hilton Head, SC	Push Operations	\$25,241	Hrly	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jennifer@hiltonheadislandsc.gov
Jupiter, FL 9/11/2017-10/24/2017	Push Operations Removed & Disposed: vegetation, C&D Monitored by Tetra Tech - ADMS	\$370,420	43,668	Mr. Thomas "Tom" Discoll , Director of Engineering & Public Works 210 Military Trail Jupiter, FL 33458 Cell: 561-440-0213 Ofc: 561-741-2215 Fax: 561-741-2515 thomasd@jupiter.fl.us Mr. Doug Koennicke , Town Engineer 210 Military Trail Jupiter, FL 33458 Ofc: 561-741-2258 Cell: 561-723-4680, dougk@jupiter.fl.us
Kissimmee, FL 9/18/2017-12/16/2017	Removed & Disposed: vegetation, C&D, mulch, e-waste (21) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$494,146	29,638	George Allen , PW Operations Assistant Director 101 Church Street Kissimmee, FL 34741 Ofc: 407-518-2523 Cell: 407-624-0155 gallen@kissimmee.org David Salinas , Public Works Landfill Supervisor, 13130 County Landfill Rd., Tavares, FL 32778 Cell: 352-636-0851 Ofc: 352-343-3776 Fax: 352-253-1690 dsalinas@lakecountyny.gov
Lake Co, FL 9/16/2017-02/28/2018	Removed & Disposed: vegetation, mulch, hangers (3,918 trees), leaners (22); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$6,114,179	355,512	Mary Hamilton Environmental Services Mgr., 323 N. Sinclair Ave. Tavares, FL 32778 Ofc: 352-483-9006 mhamilton@lakecountyny.gov
Lake Mary, FL 9/19/2017-12/9/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (10), hangers (453 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$563,577	43,935	Bruce Paster , PW Director 911 Wallace Court Lake Mary, FL 32746 Cell: 407-463-8133 Ofc: 407-585-1452 bpaster@lakemaryfl.com Jill Alvarez , Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com
Lakeland, FL 9/19/2017-02/09/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (413), hangers (12,189 trees), stumps (6); Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$3,345,920	228,996	Heath Frederick , PW Director 228 S Massachusetts Ave. Lakeland, FL 33801 Cell: 386-747-2370, Ofc: 863-834-6001 heath.frederick@lakelandgov.net Greg James , PW Assistant Director 228 S. Massachusetts Avenue Lakeland, FL 33801 Cell: 863-608-1468 Ofc: 863-834-6040 greg.james@lakelandgov.net
Lauderdale-By-The-Sea, FL 9/16/2017-10/9/2017	Removed & Disposed: vegetation, hangers (131 trees) Monitored by Witt O'Briens - ADMS	\$71,211	6,748	Don Prince , Director of Municipal Services 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 Cell: 954-275-0808 Ofc: 954-640-4232 Fax: 954-776-0578 DonP@lbs-fl.gov Ralph "Bud" Bentley , Town Manager 4501 Ocean Drive Town of Lauderdale-By-The-Sea, FL 33308 Ofc: 954-640-4200 Fax: 954-776-1857 budb@lbs-fl.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Lazy Lakes, FL 9/17/2017-10/15/2017	Removed & Disposed: vegetation, hangers (3 trees)	\$2,887	332	Melissa Augustin , City Attorney, 3099 E Commercial Blvd, Ste 200, Ft Lauderdale, FL 33308, 954-771-4500, maugustin@cityvalty.com
Lee Co, FL 9/16/2017-7/5/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (3,733) hangers (70,730 trees); Reduced: at 13 site by grinding Monitored by Thompson - ADMS	\$29,654,974	1,729,186	DR , Public Utilities Manager 10500 Buckingham Rd. Fort Myers, FL 33905 Cell: 239-229-5733 Ofc: 239-533-8000 Fax: 239-338-3337 ifournier@leegov.com Jim Bjostad , Public Safety Emergency Manager 2675 Ortiz Ave. Ft. Myers, FL 33905 Cell: 239-476-2147 Ofc: 239-533-0617 Fax: 239-477-3636 bjostad@leegov.com
Miami Springs, FL 9/14/2017-02/15/2018	Push Operations: Removed & Disposed: vegetation, C&D, mulch, leaners (314), hangers (3,862 trees), stumps (74) Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,673,278	141,744	Tammy Romero , Procurement Specialist 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5035 Fax: 305-805-5018 romerot@miamisprings-fl.gov William Alonso , City Manager 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5014 alonso@miamisprings-fl.gov
Miami, FL 10/4/2017-12/14/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (162), hangers (4,213 trees), stumps (103) Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$1,452,739	64,163	Mario F. Nunez , Solid Waste Director 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2804 Fax: 305-960-2850 mfunez@miamigov.com Robert Williams , Solid Waste Superintendent 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2837 Fax: 305-960-2845 robwilliams@miamigov.com
Mount Dora, FL 9/26/2017-10/28/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$638,401	32,907	Mike Sheppard , Dep. Director Finance 510 N Baker St. Mount Dora, FL 32757 Ofc: 352-735-7179 Cell: 352-408-4692 sheppardm@cityofmountdora.com John McKinney , Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinneyj@ci.mount-dora.fl.us
Nags Head, NC 9/8/2017-10/12/2017	Supplied water pumps for standby use	\$11,486	Hrly	David Ryan , Town Engineer, 2200 Lark Ave. Nags Head, NC 27959 ofc: 252-441-6221, cell 252-475-0038, fax: 252-441-3350 david.ryan@nagsheadnc.gov
Nassau Co, FL 9/18/2017-2/9/2018	Removed & Disposed: vegetation, mulch, leaners (81), hangers (7,113 trees); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,978,945	209,674	Scott Herring PW Director 46026 Landfill Rd. Callahan, FL 32011 Ofc: 904-491-7330 Cell: 904-583-5665 Fax: 904-879-6323 sherring@nassaucountyfl.com Shanea Jones , County Manager 96135 Nassau Pl. Suite 1 Yulee, FL 32097 Ofc: 904-530-6010 Fax: 904-321-5784 sjones@nassaucountyfl.com
North Port, FL 9/15/2017-12/13/2017	Removed & Disposed: vegetation, mulch, leaners (6), hangers (675 trees); Reduced: at 1 site by grinding Monitored by Rostan / Hall Pass - ADMS	\$737,413	47,241	Frank Lama , Solid Waste Manager 1100 Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063 mbramble@cityofnorthport.com Monica Bramble , Asst. PW Director 1100 N. Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063
Ocala, FL 9/18/2017-02/26/2018	Push Operations: Removed & Disposed: vegetation, mulch, leaners (96), hangers (377 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$1,838,624	129,645	Darren Park , PW Director 1805 NE 30th Ave. Bldg. 300 Ocala, FL 34470 Ofc: 352-351-6733 Cell: 352-414-8622 Fax: 352-351-6731 dpark@ocalafl.org Ken Whitehead , Asst. City Manager 1805 NE 30th Ave Bldg 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafl.org
Okeechobee Co, FL 9/22/2017-12/08/2017	Removed & Disposed: vegetation, ash, mulch, leaners (5), hangers (1,742 trees); Reduced: at 1 site by burning & grinding Monitored by Culpepper & Terpening - ADMS	\$1,412,646	122,407	Russell Rowland , Asst Co Administrator 1700 NW 9th Ave. Suite D Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569 msmeykal@co.okeechobee.fl.us Mitchell Smeykal , EM Director 707 NW 6th St. Ave Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569
Orange Co, FL 9/15/2017-2/26/2018	Removed & Disposed: vegetation, mulch, ash, leaners (152), hangers (3,762 ea & 15,556 trees), stumps (4), marine debris Reduced: at 3 site by grinding; Monitored by Tetra Tech - ADMS	\$6,869,563	364,326	Ralphetta Aker , PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 RalphettaAker@ocfl.net Jennifer Cummings PW Stormwater Manager 4200 S. John Young Pkwy Orlando, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net

RFP for Disaster Debris Removal and Disposal Services City of Hattiesburg, MS

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Orlando, FL 9/22/2017-12/1/2017	Removed & Disposed: vegetation, mulch, hangers (2,974 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$1,316,790	57,928	Mike Carroll , Solid Waste Div. Manager 1028 S. Woods Ave. Orlando, FL 32805 Ofc: 407-246-3050 Cell: 407-538-8916 Fax: 407-246-2808 michael.carroll@cityoforlando.net
Ormond Beach, FL 9/16/2017-10/26/2017	Removed & Disposed: vegetation, mulch, leaners (20), hangers (3,608 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$2,022,282	130,212	Kevin Gray , PW Operations Manager 501 N. Orchard St. Ormond Beach, FL 32174 Ofc: 386-676-3577 Cell: 386-316-7725 kevin.gray@ormondbeach.org
Palm Coast, FL 10/13/2017-11/6/2017	Removed & Disposed: vegetation, C&D Monitored by True North - ADMS	\$162,856	22,007	Jim Landon , City Manager 160 Lake Avenue Palm Coast, FL 32164 Ofc: 386-986-3702 Fax: 386-986-3781 jilandon@palmcoastgov.com
Palm Springs, FL 9/15/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$133,345	17,072	Mr. William "Bill" Golson , Dir. Parks and Recreation 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-964-8820 Fax: 561-964-2387 wgolson@vpsfl.org
Palmetto, FL 10/5/2017-11/21/2017	Removed & Disposed: vegetation, mulch, hangers (97 trees) Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$202,411	17,730	Allen Tusing , PW Director 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Cell: 941-737-0282 Fax: 941-723-4539 atusing@palmettofl.org
Plantation, FL 9/19/2017-1/8/2018	Removed & Disposed: vegetation, hangers (2,104 trees) Monitored by Witt O'Briens - ADMS	\$1,714,266	194,605	Dawn Mehler , Administrative Analyst 750 NW 91 st Avenue Plantation, FL 33324 Ofc: 954-797-2723 dmeehler@plantation.org
Polk Co, FL 9/15/2017-04/05/2018	Removed & Disposed: vegetation, mulch, leaners (71), hangers (27,456 trees); Reduced: at 11 site by grinding Monitored by Tetra Tec - ADMS	\$27,921,453	2,171,245	Michael Teate , Roads & Drainage Area Manager 3000 Sheffield Rd. Winter Haven, FL 33880 Ofc: 863-535-2200 Cell: 863-581-0541 michaeltate@polk-county.net
Polk Co School Board, FL 11/4/2017-02/28/2018	Removed & Disposed: vegetation, leaners (27), hangers (2,516 trees); Monitored by Tetra Tech - ADMS	\$345,164	14,322	Scott Reeves , Senior Coordinator of Support Services, 1430 Hwy 60 East Bartow, FL 33830 863-534-5052 scott.reeves@polk-fl.net
Punta Gorda, FL 9/20/2017-10/16/2017	Removed & Disposed: vegetation, mulch, leaner (1), stump (1) Reduced: by grinding	\$131,971	17,770	Marian Pace , Procurement Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3348 Cell: 941-628-1592 Fax: 941-575-3340 mpace@pgorda.us
Putnam Co, FL 9/21/2017-2/2/2018	Removed & Disposed: vegetation, mulch, Reduced: at 4 site by grinding Self Monitored	\$3,935,714	317,203	Larry Gast , Dir. Solid Waste/Sanitation 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1200 Fax: 386-329-0486 larry.gast@putnam-fl.com
Sanford, FL 9/18/2017-11/12/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$567,798	43,156	John P. Reichardt , PW Operations Mgr, 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5087 Fax: 407-688-5081 john.reichardt@sanfordfl.gov
				Rick Howard , PW Director 1028 S. Woods Ave. Orlando, FL 32805, Ofc: 407-246-3222 rick.howard@cityoforlando.net
				Nester Abreu , PW Director 1 Wellfield Grade Palm Coast, FL 32137 Ofc: 386-986-2360 Cell: 386-931-5177 nabreu@palmcoastgov.com
				Kimberly Wynn , Village Clerk 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-965-4010 Fax: 561-965-0899 kwynn@vpsfl.org
				Javier Vargas Dep. Director PW 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Fax: 941-723-4539 jvargas@palmettofl.org
				Steve Rodgers , PW Asst. Director 750 NW 91 st Ave Plantation, FL 33324 Ofc: 954-452-2535 Fax: 954-452-2548 srodders@plantation.org
				Jay Jarvis , Drainage Director, jayjarvis@polk-county.net , 300 Sheffield Rd, Winter Haven 33880, (863)535-2200
				Howard Kunik , City Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3301 Fax: 941-575-3310 hkunik@pgorda.us
				Lynn Wooten Solid Waste Sanitation Admin 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486 Lynn.wooten@putnam-fl.com
				Bilal Ifikhar PW Director , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5085 Fax: 407-688-5081 bilal.ifikhar@sanfordfl.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Sanibel Island, FL 9/18/2017-12/17/2017	Removed & Disposed: vegetation, mulch, leaners (122), hangers (720 trees), stumps (44); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,217,420	161,910	Keith Williams II , PW Director 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-691-8787 keith.williams@mynsanibel.com
Sarasota Co, FL 9/13/2017-1/19/2018	Removed & Disposed: vegetation, mulch, leaners (2), hangers (77 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,819,743	221,501	Lois Rose , Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net
St Petersburg, FL 9/16/2017-12/9/2017	Removed & Disposed: vegetation, mulch, stumps (8) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$1,190,184	163,792	Mike Vineyard , Park Operational Manager 1400 19th Street North. St. Petersburg, FL 33713 Ofc: 727-892-5233 michael.vineyard@stpete.org
Stuart, FL 9/14/2017-10/27/17	Push Operations; Removed & Disposed: vegetation, mulch, leaners (2) / hangers (171 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$181,132	11,850	Sam Amerson , Dir. Public Works 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-5331 Cell: 772-260-9613 samerson@ci.stuart.fl.us
Sumter Co, FL 9/22/2017-2/24/2018	Removed & Disposed: vegetation, mulch, leaners (274), hangers (7,806 trees), stumps (78); Reduced: at 1 site by grinding. Monitored by Thompson - ADMS	\$1,391,971	59,826	Mark Wilson , Road and Bridge Superintendent 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Fax: 352-569-6701
Sunny Isles Beach, FL 9/26/2017-9/29/2017	Removed & Disposed: mulch	\$37,866	1,538	Christopher Russo , City Manager 18070 Collins Ave. Sunny Isles Beach, FL 33160 Ofc: 305-947-0606 Fax: 305-949-3113 crusso@sbfl.net
Sunrise, FL 9/17/2017-11/30/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (263), hangers (3,804 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,557,532	136,417	Scott Manning , Emergency Mgmt 10440 W. Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3476 Cell: 954-383-2647 smanning@sunrisefl.gov
Tarpon Springs, FL 9/18/2017-12/13/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (34), hangers (703 trees); Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$675,256	45,557	Tom Funcheon , PW Director 324 East Pine Street Tarpon Springs, FL 34689 Ofc: 727-942-5606 Cell: 727-224-6182 Fax: 727-943-9609 tfuncheon@ci.sfl.us
Tybee Island, GA 9/17/2017-11/21/2017	Removed & Disposed: C&D, white goods (31) Monitored by Roslan / Haul Pass - ADMS	\$75,798	9,735	Angela Hudson , Finance Director 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5021 Fax: 912-786-9465 ahudson@cityoftybee.org
Venice, FL 9/20/2017-10/17/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$110,342	12,543	Judy Gamel , Executive Asst. City Managers Office 401 West Venice Ave. Venice, FL 34285 Ofc: 941-882-7398 Fax: 941-480-3031
Vero Beach, FL 9/18/2017-10/10/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$440,532	35,621	Don Dexter , PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org
				Scott Krawczuk , Dep. Director Public Works 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-770-2554 Fax: 239-472-6041 Scott Montgomery, EM Operations Mgr 6050 Porter Way Sarasota, FL 34236 Ofc: 941-861-5927 Fax: 941-861-5501 smontgo@scgov.net Mike Jeffries , Dir. Parks and Rec 1400 19th Street North St. Petersburg, FL 33713 Ofc: 727-892-5863 michael.jeffries@stpete.org Dave Peters , Asst. Director of PW, 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-1292 Cell: 772-260-9615 dpeters@ci.stuart.fl.us Jackey Jackson , Asst. PW Director Operations 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Cell: 352-303-8543 Fax: 352-569-6701 jackey.jackson@sumtercountyfl.gov Richard Salamon , City Manager 10770 West Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3430 Fax: 954-746-3439 citymanager@sunrisefl.gov Mr. Richard Butcher , 444 Huey Ave. South Tarpon Springs, FL 34689 Ofc: 727-938-3737 Fax: 727-934-0598 Shawn Gillen , City Manager 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5070 Cell: 404-309-1788 sgillen@cityoftybee.org John Venezian , Public Works Director 221 S. Seaboard Ave. Venice, FL 34285 Ofc: 941-882-7359 jveneziano@venicegov.com Carol Shoaf , Purchasing Contractor Administrator 3455 Airport West Drive Vero Beach, FL 32961 Ofc: 772-978-5470 Fax: 772-770-6860 purchcss@covb.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
(The) Villages Community, FL 9/15/2017-12/20/2017	Removed & Disposed: vegetation, mulch, stumps (34) Reduced: at 2 site by grinding Monitored by Volkert - ADMS	\$406,299	31,288	Diane Tucker , Admin Ops Manager 940 Lakeshore Drive The Villages, FL 32162 Ofc: 352-674-1920 Cell: 352-207-8626 Fax: 652-674-1921 diane.tucker@districtgov.org
Wilton Manors, FL 9/18/2017-10/14/2017	Removed & Disposed: vegetation, C&D, leaners (3), hangers (91 trees) Monitored by Tetra Tech - ADMS	\$222,615	25,961	David Archacki , Dir. Utilities / Emergency Mgmt 2020 Wilton Drive Wilton Manors, FL 33305 Ofc: 954-390-2129 Cell: 943-818-7315 darchacki@wiltonmanors.com Bob Mays , Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 Bmays@wiltonmanors.com
2017 Hurricane Harvey	26 Contracts Activated for Event - 25 DMS Managed for Event	\$93,763,092 Total Event Cost	6,015,594 Total Event CY	
Alvin, TX 9/7/2017-10/16/2017	Removed & Disposed: C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs); Monitored by True North - ADMS	\$252,613	12,446	Brian Smith , Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com
Aransas Co, TX 9/5/2017-8/27/2018	Removed & Disposed: vegetation, C&D, mulch, compacted C&D, leaners (616), hangers (23,576 trees), white goods (9,729), HHW (66,560 Lbs), PPDR debris; Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$38,281,175	2,395,235	Rick Mclester , EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, rmclester@aransascounty.org
Baytown, TX 9/6/2017-10/25/2017	Removed & Disposed: vegetation, C&D, white goods (973), E-waste (131), HHW (34,680 Lbs); Monitored by True North - ADMS	\$776,463	34,828	Rick Davis , City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org
Brazoria Co, TX 9/13/2017-01/12/2018	Removed & Disposed: vegetation, C&D, white goods (2,376), HHW (103,720 Lbs), compacted C&D, mulch; Reduced: at 4 site by C&D compaction; Monitored by Tetra Tech - ADMS	\$3,417,026	161,448	Steve Rosa , 979-481-1690 Trey Haskers , Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc: 979-583-7657 trehyh@brazoria-county.com
Chambers Co, TX 9/7/2017-10/13/2017	Removed & Disposed: C&D, vegetation, white goods (270), E-waste (34), HHW (2,350 Lbs) Monitored by True North - ADMS	\$205,142	10,534	Jimmy Sylvia , County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us
Clear Lake Shores, TX 9/21/2017-10/14/2017	Removed & Disposed: C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) Monitored by True North - ADMS	\$51,977	1,813	Mr. George Jones , City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov Chief Kenneth G. Cook , Police Chief 1006 South Shore Drive Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 281-334-2866 kcook@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	Removed & Disposed: vegetation, mulch, hangers (19,232 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$7,724,553	536,074	Lawrence Mikolajczyk , SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@ccctexas.com Paul Bass , Asst. Dir. Of Support Services 361-826-1968 PaulB@ccctexas.com
Dickinson, TX 9/7/2017-1/26/2018	Removed & Disposed: C&D, vegetation, white goods (5,178), E-waste (7,684), HHW (182,460 Lbs); Monitored by Tetra Tech - ADMS	\$5,942,702	191,789	Chris Heard , City Administrator, Ofc. 281-337-6204 or Cell 816-651-8929, cheard@dickinson.tx.us / Capt Steve Krone , Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us
Friendswood, TX 9/6/2017-1/15/2018	Removed & Disposed: C&D, white goods (5,804), E-waste (2,545), HHW (235,920 Lbs) Monitored by Tetra Tech - ADMS	\$4,096,828	135,952	Brian Mansfield , Deputy Director Emergency Management, Ofc. 281-995-3335 or Cell 832-875-2365, bmansfield@friendswood.com Terry Byrd, Retired - EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us
Galveston Co, TX 9/27/2017-1/12/2017	Removed & Disposed: C&D, white goods (134), e-waste (547) Monitored by Tetra Tech - ADMS	\$573,170	33,261	Garret Foskit , Ofc. 281-309-5003 of Cell 409-682-4031, garret.foskit@co.galveston.tx.us Rufus 'Lee' Crowder , Purchasing Agent, 722 Moody Street 5th Floor Galveston, TX 77550 Ofc: 409-770-5372 rufus.crowder@co.galveston.tx.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Ingleside, TX 9/3/2017-02/08/2018	Removed & Disposed: C&D, vegetation, compacted C&D, mulch; Reduced: at 3 site by grinding & compacting C&D Monitored by True North - ADMS	\$4,256,037	296,483	Shanna Owens , EM Coordinator, 2425 8th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov Paul Baen , Finance Director, 3761 San Angelo St. Ingleside, TX 78362; Ofc: 361-776-2517
Jones Creek, TX 9/15/2017-10/16/2017	Removed & Disposed: C&D Monitored by Witt O'Briens - ADMS	\$62,579	3,532	Marshal William Tidwell , Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 jc.tidwell@coastal-link.net Kimberly Morris , Emergency Management Coordinator 7207 Stephen F. Austin Rd. Jones Creek, TX 77541 Ofc: 979-233-2700 Fax: 979-233-3712 kc.cityhall@coastal-link.net
LaMarque, TX 9/16/2017-10/26/2017	Removed & Disposed: C&D, vegetation, white goods (12), e-waste (29) Monitored by TCB - ADMS	\$396,256	21,994	Charlete Todaro Warren , PW Coordinator Emergency Management, 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org Robin Eldridge , City Clerk, 1111 Bayou Rd. La Marque TX 77568 Ofc: 409-938-9259 r.eldridge@cityoflamarque.org
Lake Jackson 9/16/2017-10/7/2017	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$20,548	4,281	Keellie Kennedy , Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov Sally Villarreal Asst. City Secretary 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2401 Fax: 979-415-2501 avillarreal@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	Removed & Disposed: C&D, white goods (3,209), E-waste (3,491), HHW (109,220 Lbs) Monitored by Tetra Tech - ADMS	\$2,422,457	116,461	Bo Bass , City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgartner@leaguecitytx.gov
Liberty Co, TX 10/16/2017-2/28/2018	Removed & Disposed: C&D, C&D compacted Reduced: at 3 sites by compaction Monitored by Tetra Tech - ADMS	\$153,637	13,595	Tom Branch EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.brancy@co.liberty.tx.us Crista Beasley , Dep. EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty, TX 77575 Ofc: 936-334-3219 Fax: 936-336-3172 crista.beasley@co.liberty.tx.us
Montgomery Co, TX 9/5/2017-2/6/2018	Removed & Disposed: C&D, compacted C&D, white goods (1,013), E-waste (1,699), HHW (974 Lbs); Reduced: at 3 sites by grinding & compaction; Monitored by Tetra Tech - ADMS	\$2,172,773	118,097	Chief Deputy Randy McDaniel , EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mcctx.org
Nassau Bay, TX 9/14/2017-10/19/2017	Removed & Disposed: C&D, vegetation, white goods (95), E-waste (7), HHW (17,780 Lbs) Monitored by Witt O'Briens - ADMS	\$205,060	6,324	Jamie Galloway , EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com Paul Lopez , PW Director 18295 Upper Bay Rd. Nassau Bay TX 77258 Ofc: 281-333-2944 Fax: 281-333-2301 paul.lopez@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	Removed & Disposed: C&D, vegetation Monitored by Thompson - ADMS	\$104,047	8,859	Rosemary Johnson , Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountyjudge@co.newton.tx.us Olen Bean , Dep. EMC PO Box 1380 Newton, TX 75966 Ofc: 409-994-25431 Cell: 409-658-9241 olen.bean@co.jasper.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	Removed & Disposed: C&D, vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,568	7,851	Christopher Boyce , Em. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com Glen Sullivan , PW Director 901 Leopard Street, Room 103 Corpus Christi, TX 78401 Ofc: 361-888-0490 Cell: 361-533-2356 Fax: 361-888-0485 glen.sullivan@nuecesco.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Port Arthur, TX 9/8/2017-1/19/2018	Removed & Disposed: C&D, compacted C&D, white goods (3,551), E-Waste (47,886); Reduced: at 3 sites by compaction Monitored by Witt O'Briens - ADMS	\$11,140,779	487,974	Glen White , Solid Waste, 44 4th St, Port Arthur, TX 77640, 409-983-8501 glen.white@portarthurtx.gov , Alison Walker , Solid Waste Administrative Assistant 409-983-8501, Allison.walker@portarthurtx.gov Armando Gutierrez , PW Dir., 409-983-8513, armando.gutierrez@portarthurtx.gov
San Patricio Co, TX 9/3/2017-2/9/2018	Removed & Disposed: C&D, vegetative, mulch Reduced: at 3 site by grinding & compacting Monitored by True North - ADMS	\$4,297,535	296,667	Sara Williams , Emergency Management, 313 N Rachal St, Sinton, TX 78387, 361-587,3560, sara.williams@co.san-patricio.tx.us
Santa Fe, TX 9/7/2017-11/2/2017	Removed & Disposed: C&D, HHW (10,780 lbs) Monitored by Thompson - ADMS	\$374,485	22,580	Joe Dickson , City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412,
Seabrook, TX 9/9/2017-10/4/2017	Removed & Disposed: C&D, vegetation, white goods (37), HHW (3,120 Lbs); Monitored by Tetra Tech - ADMS	\$39,905	1,592	Gayle Cook , City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov
TX GLO 01/05/2018-03/15/2018	Removed & Disposed: Waterway debris	\$6,610,243	24,918	Tony Williams , Planning Senior Director 512-463-5055 tony.williams@glb.texas.gov Vania Ramaekers , Contract Specialist, 512-463-5047, Vania.ramaekers@glb.texas.gov
Webster, TX 9/8/2017-10/3/2017	Removed & Disposed: C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs); Monitored by True North - ADMS	\$46,607	2,141	Joe Ferro , EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com
West Columbia, TX 9/23/17-10/16/2017	Removed & Disposed: C&D, white goods (7), E-waste (44), HHW (1,640 Lbs); Monitored by Witt O'Briens - ADMS	\$53,922	2,351	Chief Paul Odin , 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org Debbie Sutherland , City Manager 512 E. Brazos Ave. West Columbia TX 77486 Ofc: 979-345-3123 Fax: 979-345-3178 citymanager@westcolumbiatx.org
2017 TS Cindy				
Dauphin Island, AL 6/27/2017-6/29/2017	Sand Clearance from Roadways	\$6,540	Hrly	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2017 Tornado				
Hattiesburg, MS 2/11/2017-5/27/2017	Removed & Disposed: vegetation, C&D, stumps, leaners & hangers; Monitored by Debris Tech - ADMS	\$2,237,052	150,710	Lamar Rutland , City Engineer, 212 W Front St, Hattiesburg, MS 39401, 601-545-4540, lrutland@hattiesburgms.com
2017 Other Projects				
Central, LA 6/28/2017-7/1/2017	Removed & Disposed: C&D Monitored by Debris Tech - ADMS	\$38,067	3,239	JR Shelton , Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov
Corpus Christi, TX 6/14/2017-7/12/2017	Removed & Disposed: vegetation (Emergency Brush Collection)	\$299,977	41,663	Gilbert Montoya , 361-816-8156, gilbertm@octexas.com
Newport News, VA 5/2017-7/2017	Removed trees from different locations in the City at various times	\$44,673	Lump Sum	Derrick Porter , Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com
2016 Hurricane Matthew	39 Contracts Activated for Event - 32 DMS Managed for Event	\$82,267,725 Total Event Cost	5,675,560 Total Event CY	
Berkeley Co, SC 10/13/2016-12/18/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding Monitored by Rostan Solutions / GP Strategies - ADMS	\$931,731	75,610	Melissa Wheatley , Deputy Director of Solid Waste, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2343, melissa.wheatley@berkeleycountysc.gov
Brevard Co, FL 10/11/2016-1/4/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$3,231,102	265,794	"Euri" Euripides Rodriguez , SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Bunnell, FL 10/14/2016-10/25/2016	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$105,155	8,480	Perry Mitrano , SW Dir, 201 W Moody Blvd, Bunnell, FL 32110, 386-437-7500, pmitrano@bunnellcity.us
Callawassie Island, SC 10/8/2016-10/10/2016	Emergency Push	\$14,573	Hrly	Chief Waverly Patterson , Ops Dir, 176 Callawassie Dr, Okatie, SC 29909, 843-987-4150, chiefpatterson@hargray.com
Chesapeake, VA 10/26/2016-11/3/2016	Removed & Disposed: vegetation	\$21,166	483	Eric Martin , PW Dir, 306 Cedar Rd, 3rd Floor, Chesapeake, VA 23322, 757-382-6380, emartin@cityofchesapeake.net
Clay Co, FL 10/18/2016-11/2/2017	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 2 sites by grinding; Monitored by Landfall Strategies	\$1,142,823	127,682	John Ward , EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com
Cocoa Beach, FL 10/12/2016-12/3/2016	Removed & Disposed: vegetation, C&D, mulch Reduced: at 2 sites by grinding; Monitored by Tetra Tech - ADMS	\$326,535	32,701	Rob Strong , Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoa-beach.com
Currituck Co, NC 11/7/2016-2/24/2017	Removed & Disposed: vegetation, mulch; Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$46,664	2,805	Brenda McQueen , Superintendent of Buildings, PW, 153 Courthouse Rd, Currituck, NC 27929, 252-232-2504, brenda.mcqueen@currituckcountync.gov
Deltona, FL 10/14/2016-12/1/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, ash Reduced: at 1 site by burning; Monitored by Tetra Tech - ADMS	\$1,384,861	117,753	Matt Doan , PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, midoan@deltonafl.gov
Duplin Co, NC 11/28/2016-12/1/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$7,107	519	Matt Barwick , EM Coordinator, 209 Seminary St, PO Box 909, Kenansville, NC 28349, 910-296-2160 Ext. 231, matthew.barwick@duplincountync.com
Edgecombe Co, NC 11/7/2016-2/24/2017	Removed & Disposed: C&D	\$516,525	20,257	Dee Waters , Purchasing Agent, 252-641-7888, deewaters@edgecombeco.com
Edgewater, FL 10/8/2016-12/8/2016	Emergency Push; Removed & Disposed: ROW, Commercial, Private - vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$2,936,463	201,602	Brenda DeWees , Dir of Env Services, 386-424-2400, bdeweese@cityofedgewater.org
Fayetteville, NC 10/20/2016-2/15/2017	Removed & Disposed: vegetative, C&D, mulch Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$958,182	81,449	Jackie Tuckey , Management Analyst, 433 Hay St, Fayetteville, NC 28301-5537, 910-433-1854, jtuckey@ci.fay.nc.us
Flagler Beach, FL 10/13/2016-1/25/2017	Removed & Disposed: vegetative, C&D, Beach C&D, mulch Reduced: at 1 site by grinding, management and grinding of City hauls; Monitored by Tetra Tech - ADMS	\$312,482	23,926	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, newsom@cityofflaglerbeach.com
Flagler Co, FL 10/7/2016-1/23/2017	Emergency Push; Removed & Disposed: ROW, Public Use Areas, Private HOA & Non HOA Rds - vegetative, C&D, leaners & hangers, white goods, mulch; Reduced: at 1 site by grinding, management and grinding of City hauls Monitored by Tetra Tech - ADMS	\$2,752,630	167,148	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org
FL DEP 2/16/2017-6/20/2017	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal; Monitored by Elisman Russo - Zone 1, CDR McGuire - Zone 2, Tetra Tech - Zone 3	\$13,186,226	77,722	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Fripp Island, SC 10/13/2016-10/28/2016	Emergency Push; Removed & Disposed: vegetative, leaners & hangers; Monitored by Witt O'Brien	\$111,040	3,967	Kate Hines , General Manager, Generalmanager@frippislandliving.com
Garden City, GA 10/31/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Rostan Solutions - ADMS	\$365,490	33,580	Benny Google , PW Dir, 2 Bud Brown Rd, Garden City, GA 31408, 912-629-2296, bgooge@gardencity-ga.gov
Hilton Head Island, SC 10/5/2016-6/15/2017	Emergency Push; Removed & Disposed: ROW, SCDOT Rds, Private Rds, Public Use Areas - vegetative, C&D, white goods, leaners & hangers, mulch; Reduced: at 2 sites by grinding Waterway Debris removal from Drainageways Monitored by Tetra Tech - ADMS	\$37,124,940	3,012,487	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jennifer@hiltonheadislandsc.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Hilton Head Plantation, SC 10/10/2016-10/31/2016	Emergency Push; Tasks: Access Tree clearance, ROE tree removal, Blue roof operations	\$195,567	Hrly	T. Peter Kristian , General Manager, 7 Surrey Ln, Hilton Head Island, SC 29926, pkristian@hhppoa.org
Jasper Co, SC 10/8/2016-10/12/2016	Emergency Push	\$24,636	Hrly	Wilbur Daley , Emergency Services Dir, 1509 Grays Hwy, Ridgeland, SC 29936, 843-726-7607, wilburd@jaspercountrysc.gov
Liberty Co, GA 10/14/2016-1/6/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps; Reduced: at 2 sites by burning Monitored by Tetra Tech - ADMS	\$1,736,692	183,194	Mike Hodges , EM Dir, 100 Liberty St, Hinesville, GA 31313, 912-368-2201, mike.hodges@libertycountygga.com
Long Cove Owners Assoc. Hilton Head Island, SC 10/28/2016-11/21/2016	Removed & Disposed: vegetative, C&D, logs, mulch Reduced: at 1 sites by grinding	\$408,232	40,840	Tom Lee , General Manager, 399 Long Cove Dr, Hilton Head Island, SC 29928, 843-686-1071, tlee@longcoveclub.com
Marsh Side Owners Assoc. Hilton Head Island, SC 10/14/2016-11/3/2016	Tasks: Tree removal, stump grinding, blue tarp operations,	\$106,450	Hrly	Trish Norris , Property Manager, 5 Gumtree Rd, Hilton Head Island, SC 29926, 843-681-7301, propertymanager@marshsidehhi.com
Norfolk, VA 10/14/2016-11/30/2016	Removed & Disposed: vegetative, stumps Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$314,618	25,943	David Ricks , PW Dir, 810 Union St, Suite 700, Norfolk, VA 23510, 757-664-4614, David.Ricks@norfolk.gov
Ocean Isle Beach, NC 10/25/2016-11/9/2016	Removed & Disposed: C&D Monitored by Landfall Strategies	\$12,229	1,772	Justin Whiteside , Asst Town Administrator, 910-579-3469, justin@oibgov.com
Orange Park, FL 11/28/2016-1/4/2017	Removed & Disposed: mulch; Reduced: at 1 site by grinding of debris hauled in by the Town; Monitored by Landfall Strategies	\$19,604	1,976	Jim Hanson , Town Manager, 2042 Park Ave, Orange Park, FL 32073, 904-278-3019, jhanson@townop.com
Ormond Beach, FL 10/11/2016-12/31/2016	Removed & Disposed: vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,660,393	514,691	Kevin Gray , Operations Manager, PW, 501 N Orchard St, Ormond Beach, FL 32174, 386-676-3577, kevin.gray@ormondbeach.org
Palm Coast, FL 10/9/2016-1/17/2017	Removed & Disposed: vegetative, C&D, treated wood, mulch; Reduced: at 1 site by burning & grinding; Reduced and hauled out City hauled debris; Monitored by True North	\$1,172,253	68,151	Ms. Renee Shevlin , PW Operations Manager, 1 Wellfield Grade, Palm Coast, FL 32137, 386-986-4781, rshevlin@palmcoastgov.com
Port Wentworth, GA 10/17/2016-1/15/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,022	6,282	Chief Lance Moore , Fire Dept, 317 Cantyre St, Port Wentworth, GA 31407, 912-401-0475, lmoore@cityofportwentworth.com
Raleigh, NC 10/17/2016-11/11/2016	Removed & Disposed: vegetative Monitored by Tetra Tech - ADMS	\$59,612	8,516	Kelly Lindsey , EM & Special Events, 222 W Hargett St, Suite 304, Raleigh, NC 27601, 919-996-2202, kelly.lindsey@raleighnc.gov
Rose Hill, NC 10/20/2016-10/25/2016	Removed & Disposed: vegetative	\$16,959	1,980	Ivey Knowles , PW Dir, 103 SE Railroad St, Rose Hill, NC 28458, 910-289-3159, rosehillpw@embargmail.com
SC DOT 10/17/2016-1/13/2017	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 6 sites by grinding; Monitored by Thompson - ADMS	\$8,187,338	492,455	Emmett I Kirwan , SCDOT Procurement Manager, 955 Park St, Columbia, SC 29201, 803-737-0676, KirwanE@scdot.org
Southern Shores, NC 11/18/2016-12/14/2016	Removed & Disposed: vegetative, C&D	\$83,218	8,586	Peter Rascoe , Town Manager, 5375 N Virginia Dare Trail, Southern Shores, NC 27949, 252-261-2394, prascoe@southernshores-nc.gov
Stuart, FL 10/7/2016-10/27/2016	Emergency Push; Removed & Disposed: vegetative, stumps, mulch; Reduced: at 1 site by grinding Monitored by Witt O'Briens	\$109,356	10,085	Sam Amerson , PW Dir, 121 SW Flagler Ave, Stuart, FL 34994, 772-288-5331, samerson@ci.stuart.fl.us
Sunset Beach, NC 10/26/2016-11/23/2016	Removed & Disposed: vegetative, C&D Monitored by Landfall Strategies	\$95,563	13,849	Dustin Graham , PW Dir, 700 Sunset Blvd N, Sunset Beach, NC 28468, 910-579-6297, dgraham66@atmc.net
Thunderbolt, GA 10/19/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$108,789	9,896	Ray O'Neill , PW Dir, 2821 River Dr, Thunderbolt, GA 31404, 912-644-7999, ronell@thunderboltga.gov
Washington Oaks Gardens Park, FL 12/8/2016-12/13/2016	Removed & Disposed: vegetative	\$56,524	4,096	Renee Paolini , 6400 N Oceanshore Blvd, Palm Coast, FL 32137, Renee.Paolini@dep.state.fl.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Windmill Harbour, SC 10/14/2016-10/31/2016	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Atkins Global	\$339,975	29,283	Jaime Fenstermaker, IMC Resort Services, 2 Corpus Christi, Ste #302, Hilton Head Island, SC 29928, 843-785-4775 ext 110, Jaime@imcresortservices.com
2016 Hurricane Hermine	2 Contracts Activated for Event - 3 DMS Managed for Event	\$9,080,715 Total Event Cost	401,366 Total Event CY	
Leon County, FL 9/3/2016-2/3/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$5,721,729	237,200	Dale Walker, PW Director, 2280 Miccosukee Rd, Tallahassee, FL 32308, 850-606-1415, walkerda@leoncountycl.gov
Tallahassee, FL 9/3/2016-1/26/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$3,358,986	164,166	Robby Powers, EM Coordinator, 911 Eastwood Dr, Tallahassee, FL 32311, 850-891-2536, robby.powers@talgov.com
2016 Flooding Aug Central, LA 8/25/2016-1/28/2017	Removed & Disposed: C&D, HHW Monitored by Debris Tech - ADMS	\$5,486,871	324,951	JR Shelton, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov
2016 Flooding, Tornadoes Brazoria County, TX 6/16/2016-8/26/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$330,118	20,470	Steve Rosa, EM Coordinator, 111 E Locust St, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoria-county.com
Texas General Land Office (GLO) 6/27/2016-7/8/2016	Removed & Disposed: vegetative debris on the beach area / Monitored by Tetra Tech - ADMS	\$397,252	6,394	Tony Williams, Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov Vania Ramaekers, Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
2016 Flooding, Tornadoes Montgomery County, TX 5/3/2016-5/27/2016 FEMA-4269 6/9/2016-7/20/2016 FEMA-4272	Removed & Disposed: (tornado debris & flooding debris) vegetation, C&D, white goods (80), ewaste (113) Monitored by Tetra Tech - ADMS	\$288,408 \$520,549	19,089 39,079	Randy McDaniel, EM Coordinator, 9472 Airport Rd, Comroe, TX 77303, 936-523-3910, Randy.McDaniel@mctx.org
Waller County, TX 5/4/2016-5/25/2016 FEMA-4269 6/20/2016-7/19/2016 FEMA-4272	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$19,674 \$18,402	1,186 1,183	Brian Cantrell, EMC, 701 Calvit St, Hempstead, TX 77445, 979-826-8282, b.cantrell@wallercounty.us Trey Duhon, County Judge, 836, Austin St, Ste 203, Hempstead, TX 77445, 979-826-7700, tduhon@wallercounty.us
2016 LA Flooding Ouachita Parish, LA - FEMA-4263 3/30/2016-6/16/2016	Removed & Disposed: vegetation, C&D, white goods (18), e-waste (370), tires (105); Monitored by Volkert	\$397,774	32,161	Scotty Robinson, Parish President, 301 S Grand St #201, Monroe, LA 71201, 318-355-4260, srobinson@oppl.org Daryl Dunbar, Volkert, PM,
St John the Baptist Parish, LA 1/2/2016-3/6/2016	Provided Portable Showers / Event Restrooms for volunteer services that helped the citizens and Parish	\$7,574	Lump Sum	Travis Perrilloux, Asst Director Homeland Security & Emergency Preparedness, 1801 Airline Hwy W, LaPlace, LA 70068, 985-652-2222, travis.perrilloux@sjbparish.com
2016 TX Flooding Newton County, TX 4/7/2016-7/15/2016	Removed & Disposed: C&D, white goods (378) Monitored by Thompson Consulting	\$349,990	37,030	Olan Bean, Asst EM Director, 409-658-9241

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2016 Winter Storm				
Essex County, VA (VPPSA) 3/10/2016-4/13/2016	Removed & Disposed: vegetation, C&D, stumps (44) Monitored by Arcadis / Rostan	\$138,739	16,359	Reese Peck, County Administrator, 804-445-5528, rpeck@essex-virginia.org Jordan Bryant, Arcadis Operations Manager, 813-385-7280, jbryant@rostan.com Stephen Geissler, VPPSA Exec Director, 757-880-3535, sbgeissler@vppsa.org
2016 Tornado				
Rowlett, TX 2/15/2016-4/20/2016	Removed & Disposed: vegetation, C&D, white goods (140), e-waste (49); Monitored by True North	\$680,036	70,738	Jim Proce, Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com Doug Amato, True North Project Manager, damato@truenorthem.com
2016 Other Projects				
Corpus Christi, TX 4/21/2016-5/25/2016	Assisting City Maintenance with brush removal and disposal	\$494,444	68,672	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com
Glades County, FL 3/14/2016-3/23/2016	Burn existing pile of debris	\$23,362	11,300	Angela Snow, EM Director, 1097 Health Park Dr, Moore Haven, FL 33471, asnow@myglades.com Bob Jones, BJones@myglades.com
Newport News, VA 1/2016-12/2016	Removed trees from different locations in the City at various times	\$53,756	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com
2015 Tornado				
Friendswood, TX 11/9/2015-11/16/2015	Removed & Disposed: vegetation, C&D Monitored by Tetra Tech	\$140,516	8,782	Terry Byrd, Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us Oliver Yao, Tetra Tech, Deputy Director of Post Disaster Programs BDR Division, phone: (321) 441-8507, mobile: (407) 803-2522, Oliver.Yao@tetratech.com
2015 Storms & Flooding				
South Carolina DOT 10/2015-11/2015	Removed & Disposed: C&D, white goods (278), e-waste (484 + 13,580 Lbs), HHW (28,000 Lbs) Counties: Lexington, Richland Monitored by Thompson	\$720,217	33,163	David Cook, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org Danny Gardner, Thompson Program Manager, 1135 Townpark Ave, Suite 2101, Lake Mary, FL 32746, 407-792-0018, dgardner@thompsoncs.net
2015 Severe Storms / Flooding				
Limestone County, AL 9/2015	Removed & Disposed: Waterway debris	\$60,860	Lump Sum	Richard Sanders, Co Engineer, 256-233-6681, richard.sanders@limestonecounty-al.gov
2015 Flooding				
Blanco County, TX 6/2015-7/2015	Removed & Disposed: vegetation, C&D	\$48,033	2,495	Brett Bray, Blanco County Judge, PO Box 387, Johnson City, TX 78636, 830-868-4266, coludge@co.blanco.tx.us
Republic Services, Corpus Christi, TX 7/2015	Removed & Disposed: C&D	\$24,392	3,285	Brian Cornelius, Republic Services, 4414 Agnes St, Corpus Christi, TX 78405, Cell 361-876-6006, bcornelius@republicservices.com
2015 Ice Storm				
Raleigh, NC 3/25/2015-4/6/2015	Removed & Disposed: vegetation	\$208,740	29,820	Andrew Martin, Asst Dir of SW, 630 Beacon Lake Dr, Raleigh, NC 27610, 919-996-6868, Andrew.Martin@raleighnc.gov
2015 Other Projects				
Corpus Christi, TX 5/2015 & 7/2015	Removed & Disposed: vegetation	\$501,795	67,860	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Hitchcock, TX 2/9/2015-2/17/2015	Grinding existing debris piles and hauling out mulch to final disposal	\$20,441	4,867	Denise McDaniel , PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591
Newport News, VA 4/2015-11/2015	Removed trees from different locations in the City at various times	\$44,929	Lump Sum	Derrick Porter , Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com
New Jersey Dept. of Environmental Protection 10/2015	Removed & Disposed: houses from navigation waterway displaced by nor'easter - non-asbestos C&D Managed an offloading site	\$219,289	760	Suzanne U. Dietrick , NJ DEP Site Remediation Program, Office of Dredging & Sediment, PO Box 420 Mail Code 401-J6C, 401 East State St, Trenton, NJ 08625, p-609-292-8838 c-609-439-6673, Suzanne.Dietrick@dep.nj.gov
Orange Beach, AL 4/2015	Demolition of Coastal Arts Center & Asbestos & Abatement of Children Studio	\$24,760	Lump Sum	Tim Tucker , ttucker@cityoforangebeach.com
Orange Beach, AL 4/2015	Dead fish removal and disposal from coastal waters & beaches	\$22,538	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com
Palm Cove HOA, FL 4/2015-5/2015	Excavation, cleaning and shaping drainage ditches for proper water flow; Removal of a tree; Construction of rip rap & rebar diverter controlling flooding	\$34,913	Lump Sum	Jeff Murphy , President of Palm Cove HOA, jkm@lompabay.ir.com
Pensacola, FL 5/2015-10/2015	Emergency Dredging of Bayou Texar in 16 different locations	\$650,850	Lump Sum	Carl Flowers , 850-435-1817, CFlowers@cityofpensacola.com
RBM Contracting Services, LLC 3/2015	Norman Riley Bridge approach repair at Blackwater River State Forest near Baker, FL	\$24,003	Hourly	Branch McClendon , RBM, 15249 Business Hwy 331, Freeport, FL 32439, 850-835-0217, branchmccleendon@gmail.com
The Nature Conservancy (TNC) Arlington Cove 4/2015-5/2015	Forestry mowing and pallet staging	\$25,762	Lump Sum	Judy Haner , Marine & Freshwater Programs Manager, 251-433-1150 ext 103, jhaner@TNC.org
2014 Severe Storms, Flooding & Tornadoes	11 Contracts Activated - 2 DMS Managed for Event	\$3,731,996 Total Event Cost	310,753 Total Event CY	
AL Dept. of Transportation 12/11/2014-12/17/2014	Removed & Disposed: Drift waterway debris in Styx River in Baldwin County, AL	\$79,250	834	Jason Shaw , Bridge Ops Engineer, SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, shawj@dot.state.al.us
AL DCNR Dept of Conservation & Natural Resources 9/8/2014-10/15/2014	Removed & Disposed: Waterway debris, vegetative, C&D in Baldwin County, AL	\$500,000	1,801	Terry Boyd , Chief of Engineering Section AL DCNR, 64 N Union St, Rm 479, Montgomery, AL 36104, 334-242-3836, Terry.Boyd@dcnr.alabama.gov
Baldwin County, AL 5/7/2014-5/17/2014	Removed & Disposed: vegetation	\$12,897	1,066	Joey Nunnally , Preconstruction Mgr, PW Engineer, 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567, 251-972-8557, jnunnally@baldwincountyal.gov
Blount County, AL 5/2014-7/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (954/512), stumps (86), waterway debris (7,285 CY); Reduced by grinding	\$1,401,613	139,628	Don Roybal , County EMA Dir, 220 Second Ave E, Ste 106, Oneonta, AL 35121, 205-625-4121, ena@co.blount.al.us
DeKalb County, AL 5/2014-6/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (60), stumps (16)	\$295,320	38,616	Bobby Ridgeway , EMA Officer, 111 Grand Ave SW Ste 21, Ft Payne, AL 35967, 256-845-8569, bridgeway@dekabcountyal.us
Escambia County, FL 5/10/2014-5/16/2014	Removed & Disposed: C&D, Compacted C&D	\$51,654	5,972	Pat Johnson , SW Dir, 13009 Beulah Rd, Cantonment, FL 32533, 850-937-2164, pjohnso@co.escambia.fl.us
				Jack Brown , Co Administrator, 221 Palafox Pl, Ste 420, Pensacola, FL 32502, 850-595-4946, admin@myescambia.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Limestone County, AL 5/8/2014-7/9/2014 9/8/2015-9/16/2015	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (874/128), stumps (54); Reduced by burning 2015 Waterway Contract for the removal of waterway debris from 7 sites; Funded in part by NRCS / EWP	\$1,245,103	122,542	Richard Sanders , Co Engineer, 310 W. Washington St, Athens, AL 35611, 256-233-6681, richard.sanders@limestonecounty-al.gov
Orange Beach, AL 5/8/2014-5/12/2014	Remove heavy seaweed from 7 miles of beach	\$13,071	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityfororangebeach.com
Perdido Beach, AL 5/19/2014-5/27/2014	Removed & Disposed: vegetation	\$3,742	294	Patsy Parker , Mayor, 9212 CR 97, Perdido Beach, AL 36530, 251-982-2200, mayor@townofperdidobeach.org
Walton County, FL 5/1/2014-5/21/2014	Provided & Operated: Pumps to remove excess storm water	\$129,346	Hourly	Wilmer Stafford , PW Dir, 117 Montgomery Cir, DeFuniak Springs, FL 32433, 850-892-8108, slawilmer@co.walton.fl.us
2014 Ice Storm Ulysses				
Greensboro, NC 3/18/2014-5/13/2014	Removed & Disposed: vegetation	\$775,739	81,060	Dale Wyrick, P.E. , Dir Field Ops, 401 Patton Ave, Greensboro, NC 27406, 336-373-7612, chris.marriott@greensboro-nc.gov
2014 Ice Storm Pax	2 Contracts Activated - 3 DMS Managed for Event	\$5,358,824 Total Event Cost	277,501 Total Event CY	
Berkeley County Water & Sanitation, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (19,102 trees); Reduced by grinding	\$3,381,880	179,382	Mark Schlievert , SW Dir, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2380, mschlievert@bcwsa.com
Dorchester County, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (389/10,952); Reduced by grinding	\$1,976,944	98,119	Mario Formisano , EM Dir, 212 Denning Way Ste 3, Summerville, SC 29843, 843-832-0341, mformisano@dorchestercounty.net
2014 Other Projects				
Corpus Christi, TX 7/1/2014-7/11/2014	Removed & Disposed: vegetation, C&D	\$46,709	6,487	Lawrence Mikolajczyk , SW Dir, 2525 Hygela, Corpus Christi, TX 78415, 361-857-1972, lawrencem@octexas.com
Exelon Generation Co. Subcontractor to Matrix New World 3/10/2014-4/10/2014	Hydrographic surveying & data processing for Oyster Creek Nuclear Power Plant in Lacey Township, Ocean Co, NJ	\$30,000	Lump Sum	Andy Raichle , Matrix New World, 26 Columbia Turnpike, Florham Park, NJ 07932, araichle@matrixnewworld.com
Hitchcock, TX	Grinding existing debris piles and hauling out mulch to final disposal	\$4,200	1,000	Denise McDaniel , PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591
LaMarque, TX 8/2014	Demolition & removal of demo debris for specific homes	\$7,150	Per House	Anna Tims , Director of Building Inspection, 1111 Bayou Rd, La Marque, TX 77568, 409-938-9200, a.tims@cityoflamarque.org
Newport News, VA 1/2014-12/2014	Removed trees from different locations in the City at various times	\$86,101	Lump Sum	Derrick Porter , Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com
2013 TS Andrea				
Gulf Shores, AL 6/11/2013-6/14/2013	Cleaned the beaches of debris	\$8,029	Hourly	Mark Aceman , PE City Engineer, PO Box 299, Gulf Shores, AL 36547, 251-968-1155, maceman@gulfshoresal.gov
				Charles Hunter , PW Dir, PO Box 299, Gulf Shores, AL 36547, chunter@gulfshoresal.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2013 Blizzard Nemo				
Charlestown, RI 9/9/2013-4/16/2013	Removed & Disposed: vegetation, leaners/hangers (6/192) Reduced by grinding	\$34,378	1,499	Alan Arsenault , Deputy PW Dir, 4540 S County Trail, Charlestown, RI 02813, 401-364-1230, publicworks@charlestownri.org Jeff Stevens , CDR Maguire (Monitor), 2255 Chapman St, 4th Floor, Providence, RI 02905, 401-536-8178, Jeffrey.Stevens@cdrmaguire.com
2013 Other Projects				
Hernando County Airport, FL 4/5/2013-5/31/2013	Removed damaged trees from airside	\$75,148	Hourly	Rob Mills , Brooksville-Tampa Regional Airport, 15800 Flight Path Dr, Brooksville, FL 34604, 352-754-4061, rmills@co.hernando.fl.us
Newport News, VA 12/20/2012-5/2013	Removed trees from different locations in the City at various times	\$86,101	Lump Sum	Derrick Porter , Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com Rose Key , Senior Buyer, 2400 Washington Ave, 4th Floor, Newport News, VA 23607, 757-926-8028, rkee@nngov.com
Walton County, FL 8/6/2013-8/16/2013	Removed & Disposed: Derelict Vessels	\$3,390	Lump Sum	Glyndol Johnson , johnglyndol@co.walton.fl.us
2012 Hurricane Sandy	4 Contracts Activated – 1 DMS Managed for Event	\$57,805,734 Total Event Cost	727,194 Total Event CY	
New Jersey Dept. of Environmental Protection 2/20/2013-12/15/2013 7/19/2014-9/5/2014	Removed & Disposed: vegetation, C&D, vehicles (4), vessels (232), white goods (41); Utilizing Side Scan Sonar equipment for pre-removal & post confirmation; Dredging of ship channels throughout the bays & disposed of contaminated sand & screened uncontaminated sand; NOAA Grant Project - Waterway debris removal for ineligible debris left by Hurricane Sandy.	\$57,753,129	724,800	Suzanne U. Dietrick , NJ DEP Site Remediation Program, Office of Dredging & Sediment, PO Box 420 Mail Code 401-06C, 401 East State St, Trenton, NJ 08625, p – 609-292-8838 c- 609-439-6673, Suzanne.Dietrick@dep.nj.us Jane Kozinski , Environmental Mgmt, NJDEP, 401 E State St., Mail Code 401-03B, Trenton, NJ 08625-0420, 609-292-2795, jane.kozinski@dep.state.nj.us
Kitty Hawk, NC 11/13/2012-11/17/2012	Removed & Disposed: vegetation, C&D	\$31,537	2,394	John Stockton , Town Mgr, 101 Veterans Memorial Dr, Kitty Hawk, NC 27949, 252-261-3552, jstockton@kittyhawktown.net Willie Midgett , PW Dir, 965 W Kitty Hawk Rd, Kitty Hawk, NC 27949, 252-261-1367, wmidgett@kittyhawktown.net
Ft Lauderdale, FL 11/1/2012-11/2/2012	Removed sand debris from roadways	\$21,068	Hourly	Albert Carbon (now Hardeep Anand , P.E.), PW Dir, 220 SW 14th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341, hanand@fortlauderdale.gov Rick Andrews , Procurement Specialist, 100 N Andrews Ave, 6th Floor Rm 619, Ft Lauderdale, FL 33301, 954-828-4357, randrews@fortlauderdale.gov
2012 Hurricane Isaac	9 Contracts Activated - 3 DMS Managed for Event	\$2,821,936 Total Event Cost	245,799 Total Event CY	
Biloxi, MS 9/11/2012-10/5/2012	Removed & Disposed: vegetation, C&D, abandoned Boat	\$289,191	25,001	A. J. Holloway , Mayor, 140 Lamuese St, 2nd Floor, Biloxi, MS 39630, 228-435-6254, mayor@biloxi.ms.us Trilby Trahan , Contracts Mgr, 140 Lamuese St, 1st Floor, Biloxi, MS 39530, 228-435-6388, trahan@biloxi.ms.us
Dauphin Island, AL 8/31/2012-1/4/2013	Emergency Push; Removed & Disposed: (ROW ROE & FHWA) sand for screening & returned to beach; Dredge Sand from the canal and screened; Repaired streets in different locations	\$2,101,210	187,728	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
Ft Myers Beach, FL 9/5/2012-9/17/2012	Removed debris & provided repairs	\$20,305	Hourly	Cathie Lewis (now Scott Baker), PW Dir, 2523 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext. 118, sbaker@fortmyersbeachfl.gov Michelle Mayher , Town Clerk, 2523 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext. 114, Michelle@fortmyersbeachfl.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Key West, FL 8/28/2012-8/31/2012	Cleaned the beaches of debris	\$76,683	Hourly	Scott Fraser , FEMA Coordinator / Floodplain Admin, 626 Josephine Parker Dr, Key West, FL 33040, 305-809-3810, sfraser@cityofkeywest-fl.gov Craig Marston (now Alan Averette), Division Chief/Fire Marshall, 1600 N Roosevelt Blvd, Key West, FL 33040, 305-809-3933, aaverett@keywestcity.com
Magnolia, MS 9/20/2012-10/15/2012	Removed & Disposed: vegetation, mulch Reduced by grinding	\$20,761	4,650	Melvin Harris , Mayor, 180 S Cherry St, Magnolia, MS 39652, 601-783-5211, cityofmagnoliams@bellsouth.net Bryan Milling , True North, Monitoring, 707-502-2795, bmilling@truenorthem.com
McComb, MS 9/27/2012-10/23/2012	Removed & Disposed: vegetation, mulch, hanging limbs (64) Reduced by grinding	\$169,965	17,712	Philip Russell , PW Dir, 115 3rd St, PO Box 667, McComb, MS 39649, 601-684-3497, prussell@mccomb-ms.gov Bryan Milling , True North, Monitoring, 707-502-2795, bmilling@truenorthem.com
Orange Beach, AL 8/30/2012-9/1/2012	Cleaned the beaches of debris	\$8,265	Hourly	Nicole Woerner , Coastal Resources Planner, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063, nwoerner@cityoforangebeach.com Philip West , Costal Resource Manager, 4101 Orange Beach Blvd., Orange Beach, AL 36561, 251-981-6788, pwest@cityoforangebeach.com
Pascagoula, MS 9/7/2012-9/20/2012	Removed & Disposed: vegetation, C&D Provided Generators	\$123,910	10,708	Joseph Huffman , City Mgr, 603 Watts Ave, Pascagoula, MS 39567, 228-938-6614, jhuffman@cityofpascagoula.com Jaci Turner , Program Mgr, 4015 14th St, Pascagoula, MS 39567, 228-938-6726, jturner@cityofpascagoula.com
Walton County, FL 9/1/2012-9/2/2012	Cleaned the beaches of debris	\$11,646	Hourly	Major Joseph Preston , Support Svcs & EM Dir, 752 Triple G Rd, DeFuniak Springs, FL 32433, 850-951-4721, jpreston@waltonso.org Al Ford , EM Coordinator, 63 Bo Pete Manor Rd, DeFuniak Springs, FL 32433, 850-892-8065, foralfred@co.walton.fl.us
2012 Tornado				
Polk County, FL 6/27/2012-7/10/2012	Removed & Disposed: vegetation	\$18,062	1,464	Nelson Stiles , P.E., MPA, Capital Projects Mgr, 1011 Jim Keene Blvd, Winter Haven, FL 33880, 863-298-4238, nelsonstiles@polk-county.net Pete McNally , EM Dir, 1011 Jim Keene Blvd, Winter Haven, FL 33880, 863-298-7023, PeteMcNally@polkfl.com
2012 T S Debby	1 Contract Activated - 1 DMS Managed for Event			
Ft Myers Beach, FL 6/28/2012-7/10/2012	Removed debris & provided repairs	\$31,202	Hourly	Cathie Lewis (now Scott Baker), PW Dir, 2523 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext118, sbaker@fortmyersbeachfl.gov Michelle Mayher , Town Clerk, 2523 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext. 114, Michelle@fortmyersbeachfl.gov
2012 T. S. Beryl	1 Contract Activated - 1 DMS Managed for Event			
Nassau County, FL 6/11/2012-7/17/2012	Removed & Disposed: vegetation Reduced by grinding Cleaned beaches from Seaweed debris	\$92,421	16,576	Jonathan Page , Co Engineer, 46026 Landfill Rd, Callahan, FL 32011, 904-491-7330, jpage@nassaucountyfl.com Scott Herring , PW Dir, 46026 Landfill Rd, Callahan, FL 32011, 904-491-7330, sherring@nassaucountyfl.com
2012 Other Projects				
Motel 6, Mobile, AL 12/21/2012	Demolition of parts of establishment Removed debris from property	\$7,150	Hourly	Charles Shirley , Regional Maintenance Engineer, 5158 Davidson Rd, Marietta, GA 30068, 770-330-9371 (cell), Shirley_Charley@gghospitality.com
The Nature Conservancy, Alabama Chapter Coastal Program 9/3/2012-5/10/2013	Placed 430 tons of gabion stone along reef Staged Oyster Castles	\$93,980	Lump Sum	Jeff DeQuattro , Coastal Projects Mgr, 56 St. Joseph St, Ste 1600, Mobile, AL 36602, 251-433-1150, ext.102, idequattro@TNC.ORG

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2011 Hurricane Irene	31 Contracts Activated - 13 DMS Managed for Event	\$14,754,641 Total Event Cost	1,674,037 Total Event CY	
Chowan County, NC 10/11/2011	Ground vegetative debris, transported & spread mulch on location	\$23,665	8,191	Cordell Palmer , EM Coordinator, 305 W Freemason St, Ste 2300, Edenton, NC 27932, 252-482-8484, cord.palmer@chowancountyva.gov
Colonial Williamsburg Foundation, VA 10/12/2011-10/23/2011	Removed & Disposed: vegetation, mulch Reduced by grinding	\$9,100	Lump Sum	Helen Phillips , Senior Purchasing Agent, PO Box 1776, Williamsburg, VA 23187-1776, 757-220-7390, HPhillips@CWF.org
Dare County, NC 9/2/2011-12/6/2011	Removed & Disposed: vegetation, C&D, ash, HHW (61,260 Lbs), abandoned travel trailers, e-goods (122) Reduced by ACI burning (2 sites)	\$3,590,997	292,738	David Clawson , Finance Dir, 954 Marshall C. Collins Dr., Manteo, NC 27954, 252-475-5730, davec@darenc.com
Duck, NC 9/2/2011-10/1/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burn	\$62,738	3,138	Lori Kopec , Town Mgr, 1240 Duck Rd, Ste 106, Duck, NC 27949, 252-255-1234, lkopec@townofduck.com
Edenton, NC 9/2/2011-10/10/2011	Removed & Disposed: vegetation, mulch Reduced by grinding; Ground vegetative debris hauled by Town	\$65,573	13,917	John Norris , PW Dir, 118 W Hicks St, Edenton, NC 27932, 252-482-4111, john.norris@edenton.nc.gov
Edgecombe County, NC 9/14/2011-11/4/2011	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers Reduced by grinding; Towns of Tarboro, Macclesfield, Princeville, Pinetops, Speed	\$1,519,737	70,296	Dee Waters , Purchasing Mgr, 201 St. Andrews St, Ste 205, Tarboro, NC 27886, 252-641-7888, dee.waters@co.edgecombe.nc.us
Jacksonville, NC 9/12/2011-10/7/2011	Removed & Disposed and disposed of vegetative debris	\$351,594	54,081	Ron Massey , Deputy City Mgr, 815 New Bridge St, Jacksonville, NC 28541, 910-938-5220, rmasssey@ci.jacksonville.nc.us
James City County, VA (VPPSA) 9/2011-12/2011	Removed & Disposed: vegetation, leaners/hangers (78/1), stumps (16 CY) Reduced by grinding	\$1,879,198	211,553	John Horne , General Svcs Dir, 113 Tewning Rd, Williamsburg, VA 23188, 757-259-4127, john.horne@jamescitycountyva.gov
Kill Devil Hills, NC 9/6/2011-10/4/2011	Removed & Disposed: vegetative, C&D, ash Reduced by ACI burning	\$188,899	24,849	Steve Albright , Asst Public Svcs Dir, 107 Town Hall Dr, Kill Devil Hills, NC 27948, 252-480-4080, steve@kdhnc.com
Kitty Hawk, NC 9/5/2011-10/3/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$171,320	22,555	Willie Midgett , PW Dir, 965 W Kitty Hawk Rd, Kitty Hawk, NC 27949, 252-261-1367, wmidgett@kittyhawktown.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Manteo, NC 9/5/2011-10/13/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$48,419	6,375	Kermit Skinner Jr. MPA AICP , Town Mgr, 407 Budleigh St, Manteo, NC 27954, 252-473-2133, skinner@townofmanteo.com
Nags Head, NC 9/14/2011-10/29/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$40,052	5,269	Dave Clark, P.E. , PW Dir, 2200 Lark Ave, Nags Head, NC 27959, 252-449-4203, clark@TownofNagsHead.net
Nash County Health Dept, NC 12/2/2011	Reduced vegetative debris (LS Agreement)	\$262,849	93,648	Bill Hill , Health Dir, 214 S Barnes St, Nashville, NC 27856, 252-459-9819, william.hill@nashcountync.gov
North Carolina Dept of Transportation 7 Contracts 9/9/2011-10/22/2011	Removed & Disposed: vegetation, stumps - on NCDOT Rds only; Reduced by grinding Counties of Currituck, Bertie, Perquimans, Washington, Pasquotank, Dare, Camden, Gates, Northampton, Hertford, Chowan, Hyde, Tyrrell,	\$582,903	106,517	Gretchen Byrum , District Engineer, 1929 N Road St, Elizabeth City, NC 27909, 252-321-4737, gabyrum@ncdot.gov
Newport News, VA 9/1/2011-10/19/2011	Removed & Disposed: (ROW, Parks) vegetation, C&D, mulch, leaners /hangers (31/6), stumps (3); Reduced by grinding	\$1,065,377	97,421	Jerry Jennings , Division Engineer, 113 Airport Dr, Edenton, NC 27932, 252-482-7977, jjennings@ncdot.gov
Northampton County, NC 9/6/2011-11/2/2011	Ground vegetative debris at County Landfill	\$67,500	25,000	Tim Shockley , SW Administrator, 513 Oyster Point Rd, Newport News, VA 23602, 757-269-2852, tshockley@ringov.com
Onslow County, NC 8/31/2011-11/9/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$375,815	146,419	Norman Bryson , Dir of Em Svcs, 1180 Commons Dr N, Jacksonville, NC 28456, 910-347-4270, norman_bryson@onslowcountync.gov
Richlands, NC 9/6/2011-10/5/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$32,741	5,038	McKinley Smith , Mayor, 302 S Wilmington St, Richlands, NC 28574, 910-324-3301
Robersonville, NC 9/6/2011-10/3/2011	Removed & Disposed: vegetation, C&D	\$52,312	6,001	Stacy Scott , PW/Utilities Superintendent, 300 S Broad St, Robersonville, NC 27871, 252-508-0337, rscott71@gmail.com
Rocky Mount, NC 9/7/2011-11/3/2011	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding Removed debris from City owned properties	\$2,971,515	319,887	Blair Hinkle , Assistant PW Dir, 331 S Franklin St, Rocky Mount, NC 27802, 252-972-1520, blair.hinkle@rockymountnc.gov
Seaboard, NC	Ground vegetative debris & spread on site	\$6,500	Lump Sum	Mayor Bobbie Moss , 120 Clay St, Seaboard, NC 27876, 252-589-5061
Williamsburg, VA (VPPSA) 9/9/2011-9/19/2011	Removed & Disposed: vegetation, Reduced by grinding	\$182,581	17,482	Stephen Geissler , Exec Dir VPPSA, 475 McLaws Cir, Ste 3B, Williamsburg, VA 23185, 757-259-9850, sbgeissler@vppsa.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Williamston, NC 9/3/2011-9/10/2011	Removed & Disposed: vegetation, C&D	\$129,325	16,174	Brent Kanipe , Planning & Development Dir, PO Box 506, Williamston, NC 27892, 252-792-5142 ext. 227, brkanipe@yahoo.com Eric Pearson , Town Administrator, 106 E Main St, Williamston, NC 27892, 252-792-1542, epearson@townofwilliamston.com
Wilson, NC 9/2/2011-9/30/2011	Removed & Disposed: vegetation, C&D	\$382,942	51,040	Deborah Boyette , Assistant Public Svcs Dir, 1800 Herring Ave, Wilson, NC 27894, 252-399-2464, dboyette@wilsonnc.org Bruce Rose , Mayor, PO Box 10, Wilson, NC 27894, 252-399-2310, brose@wilsonnc.org
York County, VA (VPPSA) 9/6/2011-11/2/2011	Removed & Disposed: vegetation, C&D, mulch, ash, leaners/hangers; Reduced by grinding & ACI burning	\$690,989	76,448	Laurie Halperin , Recycling Coordinator, 145 Goodwin Neck Rd, Yorktown, VA 23692, 757-890-3780, halperin@yorkcounty.gov Frank Hedspeeth , SW Mgr, 145 Goodwin Neck Rd, Yorktown, VA 23692, 757-890-3780, hedspeethf@yorkcounty.gov
2011 Tornado	3 Contracts Activated - 3 DMS Managed for Event	\$6,077,718 Total Event Cost	529,614 Total Event CY	
Waste Corporation of American (WCA) in Joplin, MO 6/2011-7/2011	Developed and managed Debris Management Site (DMS) Removed & Disposed: crushed C&D, concrete, mulch Reduced C&D by crushing & vegetative by grinding	\$1,024,780	54,770	Kevin O'Brien , Regional VP of Waste Corp. of America (WCA), 2211 W Bennett St, Springfield, MO 65807, 417-851-1951, kobrien@wcamerica.com
USACE mission assigned contract Joplin, MO 7/2011-8/2011	Developed and managed Debris Management Site (DMS) Removed & Disposed: mulch; Reduced debris by grinding Partnered Local Minority Co. - Jeff Asbell	\$1,749,463	161,424	Brian Shay , USACE-COTR, 571-305-3706, Brian.n.shay@usace.army.mil Frank Johnson , Contract Specialist, 816-389-2288
USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan in Walker County, AL 5/2011-8/2011	Sub for Phillips & Jordan Removed & Disposed: vegetation, C&D, ash, leaners/hangers (1,775/2,107), stumps (448); Reduced by grinding	\$3,303,475	313,420	Clint Stephens , Phillips & Jordan, PO Drawer 604, Robbinsville, NC 28771, 828-479-3371, clint@bandj.com Dana Castro , Phillips & Jordan, PO Drawer 604, Robbinsville, NC 28771, 813-780-4388, dcastro@bandj.com
2011 Other Projects				
Mobile County, AL 5/2011-12/2011	River Delta Marina: Demo of existing marina boat houses & bulkheads; Installed new vinyl sheet - piled sea wall; Dredged marina to depth of 4'; Constructed 10,000 /sq ft new boat sheds & 3200/sq ft covered pavilion; Created approx. 3 acres of constructed wetlands & surrounding facilities	\$1,431,019	Lump Sum	Fran Lowe , Environmental Technician, Mobile County Commission, 205 Government St, Mobile, AL 36644, 251-574-3229, fran.lowe@mobilecounty.net Kirby Latham , Civil/Infrastructure Mgr, Thompson Engineering, 2970 Cottage Hill Rd, Site 190, Mobile, AL 36606, 251-378-6155, klatham@thompsonengineering.com
FGUA Pasco (Seven Springs) Utility System, FL 11/21/2011-4/2/2012	Removed trees & all debris from specified drainage ditches	\$47,340	Lump Sum	Christopher Couch , FGUA Project Coordinator, 280 Wekiva Springs Rd, Site 200, Longwood, FL 32779, 877-552-3482, CCouch@govmserv.com Jerry Connolly , Ops Mgr, 280 Wekiva Springs Rd, Site 200, Longwood, FL 32779, 877-552-3482
2010 BP Oil Spill Response	5 Contracts Activated	\$129,398,322 Total Event Cost		
BP Oil Exploration & Production 3/4/2011-2/14/2012	Provided OSRO (Oil Spill Response Organization) Services Provided maintenance cleanup on all AL beaches & State Park - On shore & Near Shore Response; Emergency closure of Little Lagoon Pass in Gulf Shores; Boom Anchor and Removal program - Utilizing Side Scan Sonar equipment .	\$26,004,441	All Alabama Beaches Lump Sum & Hourly	Jeremiah Jeffries , AL Ops Mgr, 251-518-1334, jeremiah.jeffries@bp.com Jim Poore , Division Supervisor - Baldwin Co, AL, 251-225-5520, james.poore@bp.com Bethany Jackson , Division Superintendent - Mobile Co, AL 270-399-0977, bethany.jackson@obriensrm.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
O'Brien's Response Management / SEACOR Management / BP Oil Exploration & Production 5/2010-3/3/2011	Provided OSRO (Oil Spill Response Organization) Services Provided maintenance cleanup on all AL beaches & State Park - On shore & Near Shore Response; Excavated and screened sand in Gulf Shores, AL; Baldwin County Only - 21.18 mi of beach cleaned, 2,452,000 lbs of hydrocarbon removed, 3 billion lbs of sand sifted; Gabion basket removal (Ft. Morgan & Dauphin Island); Sub for O'Brien's	\$96,214,448	All Alabama Beaches Lump Sum & Hourly	Bob Anderson , Project Mgr, 714-222-9922-cell, robert.anderson@obriensrm.com Duane Miller , Consulting & Response Mgr, 251-716-1620-cell, duane.miller@obriensrm.com Doug Parton , Deputy Ops Mgr, 850-362-8178-cell, parton.doug@bbgcom.com
Orange Beach, AL 7/6/2010-8/20/2010	Provided debris clearance, sand reclamation & hazardous materials extraction	\$684,326	Hourly	Phillip West , Costal Resource Mgr, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063, pwest@cityoforangebeach.com
Baldwin County, AL 5/19/2010-7/12/2010	Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County	\$4,280,107	Lump Sum	Joey Nunnally , Preconstruction Mgr, PW Engineer, 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567, 251-972-8557, jnunnally@baldwincounty.al.gov Charles Gruber , Chairman Baldwin Co Commission, 201 E Section St, Foley, AL 36535, 251-943-5061, cgruber@co.baldwin.al.us
Dauphin Island, AL 6/1/2010-7/21/2010	Built an additional sand berm for protection per BP Grant Planted Sea Oats	\$2,235,000	3 Miles of Beaches	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2010 Other Projects				
Daytona Beach, FL 7/21/2010-8/3/2010	Grinding debris	\$11,400	6,000	David Hand , SW Coordinator, 950 Bellevue Ave, Rm 400, Daytona Beach, FL 32114, 386-671-8670, 386-671-5915 fax
Prichard, AL 12/1-12/15/2010, (dba Gulf Equipment)	CDBG Project - Housing Demo Demo & clearance of approx. 39 ROE properties Removed & Disposed: demolition debris	\$118,440	4,159	Rob Bartlett , 216 E Prichard Ave, Prichard, AL 36610, 251-622-5635, r.bartlett@thecityofprichard.org Ron Davis , Mayor, 216 E Prichard Ave, Prichard, AL 36610, 251-622-5635, r.davis@thecityofprichard.org
US Navy Lake Ponchatrain, LA	Recovered a plane and contents at the bottom of Lake Ponchatrain utilizing Side Scan Sonar Equipment	\$3,500	Lump Sum	CDR Matthew Mullins , 361-961-2586, matthew.mullins@navy.mil
AL Dept of Transportation 1/2010-12/2011, 1/2012-12/2013, 1/2014-Current	Baldwin Co., AL Dredging Maintenance Project Dredging of Little Lagoon in Gulf Shores, AL on an as needed basis	\$1,338,416	Unit Price/ Hr of Dredging	Phillip Presley , Contract Mgr, 251-989-6319, presleyp@dot.state.al.us David Styron , Project Mgr, 251-989-6319, styrond@dot.state.al.us
2009 Ice Storm				
Owensboro, KY 2/25/2009-3/25/2009	Removed & Disposed: vegetation, C&D Reduced by burning	\$1,002,056	69,264	Jody Beatty (now Pamela Canary), Purchasing Mgr, 101 E 4th St, Owensboro, KY 42303, 270-687-8431, canaryps@owensboro.org Tony Cecil , City Ops Mgr, 270-929-4188, cecilitg@owensboro.org
2009 Tropical Storm Ida				
Dauphin Island, AL 11/12/2009-4/12/2010	Emergency Push Sand screening & beach reclamation services	\$922,471	77,127	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2008 Hurricane Gustav	3 Contracts Activated	\$754,488 Total Event Cost	78,199 Total Event CY	
Assumption Parish, LA 9/16/2008-10/28/2008	Removed & Disposed: vegetation, C&D	\$418,365	54,130	Niki Mills , Assumption Parish Police Jury, 141 Hwy 1008, Napoleonville, LA 70390, 985-369-7742, nakeithamills@assumptionla.com John Boudreaux , Office Parish OHSEP, 985-369-7386, johnboudreaux@assumptionla.com
Dauphin Island, AL 9/4/2008-9/10/2008	Emergency Push	\$53,313	Hourly	Wanda Sandagger , Administrative, Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
Biloxi, MS 9/5/2008-10/18/2008	Removed & Disposed: (ROW & FHWA) vegetation, C&D	\$282,810	24,069	Trilby Trahan , Contracts Mgr, 140 Lameuse St, 1st Floor, Biloxi, MS 39530, 228-435-6388, trahan@biloxi.ms.us
2008 Hurricane Ike	36 Contracts Activated - 27 DMS Managed for Event	\$178,318,426 Total Event Cost	16,933,904 Total Event CY	
Alvin, TX 9/18/2008-12/18/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$2,485,571	223,966	Terry Lucas , (now Junru Roland - Interim) City Mgr, 216 W Sealy, Alvin, TX 77511, 281-388-4230, roland@cityhall.cityofalvin.com
Angleton, TX 9/19/2008-10/28/2008	Removed & Disposed: vegetation, C&D, ash Reduced by burning, Provided : vacuum trucks	\$999,317	79,163	Katherine Davis , EM Coordinator, 121 S Velasco, Angleton, TX 77515, 979-849- 2383 ext.3108, kdavis@angletonpd.net
Bayou Vista, TX 9/23/2008-10/29/2008	Removed & Disposed: vegetation, C&D, white goods	\$798,580	41,602	Bobby Rosenquist (now Daniel Konyha), Mayor, 2929 Hwy 6, Bayou Vista, TX 77563, 409-356-5131, danielkonyha@yahoo.com
Beaumont, TX 9/19/2008-4/15/2009	Removed & Disposed: vegetation, C&D, mulch, stumps, leaners/hangers, white goods, e-goods; Reduced by grinding Provided Generators	\$11,948,522	988,690	Brenda Beadle , Capital Projects Mgr, PO Box 3827, Beaumont, TX 77704, 409-880-3718, bbeadle@ci.beaumont.tx.us
Brazoria County, TX 9/18/2008-11/13/2008	Operated & managed 4 burn sites, disposed of ash at final disposal	\$254,205	93,474	Stephanie Bradford , Data Specialist, 111 E Locust St, Bldg A-29, Ste 100, Angleton, TX 77515, 979-864-1265, stephanieb@brazoria-county.com
Brookside Village, TX 9/20/2008-10/27/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$339,243	29,332	Denise Ford , (now Craig Bailey) Mayor, 6243 Brookside Rd, Brookside Village, TX 77581, 281-485-3048, info@brooksidevillage-tx.org
Calcasieu Parish, LA 9/30/2008-10/23/2008	Removed & Disposed: vegetation, C&D	\$78,350	7,891	Bryan Beam , Parish Administrator, 1015 Pithon St, Lake Charles, LA 70602, 337- 721-3700, awainwright@cppl.net
Chambers County, TX 3/5/2009-8/27/2009	Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, leaners/hangers	\$290,623	27,164	Ryan Holzapfel , EM Coordinator, 404 Washington Ave, Anahuac, TX 77514, 409-267-2445, rholzapfel@co.chambers.tx.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Clear Lake Shores, TX 9/19/2008-10/7/2008	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers, salt water kill trees, white goods	\$633,545	31,465	Paul Shelley (now George Jones), City Administrator, 1006 S Shore Dr, Clear Lake Shores, TX 77565, 281-334-2799, glones@clearlakeshores-tx.gov
Clute, TX 9/21/2008-10/17/2008	Removed & Disposed: vegetation, C&D Reduced by burning	\$202,393	16,565	Mark Wicker , Police Chief/EMC, 104 E Main St, Clute, TX 77531, 979-265-6194 ext.114, mwicker@clutegpd.com
Dauphin Island, AL 9/15/2008-3/13/2009	Emergency Push, Sand screening & beach restoration, sand fence replacement; Drainage ditch excavation, road & damaged parking lot reconstruction	\$3,245,527	210,520	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org
Deer Park, TX 9/17/2008-10/4/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$571,213	54,722	Ron Crabtree (now James Stokes), City Mgr, 710 E San Augustine, Deer Park, TX 77536, 281-478-7246, jstokes@deerparktx.org
Dickinson, TX 9/10/2008-2/3/2009	Removed & Disposed: vegetation, C&D, white goods, canal debris	\$2,309,107	217,088	Captain Steve Krone , Em Ops Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us
Freeport, TX 9/23/2008-10/28/2008	Removed & Disposed: vegetation, C&D, ash Reduced by burning	\$208,215	17,411	Gary Beverly (now Jeff Pynes), City Mgr, 200 W 2nd St, Freeport, TX 77541, 979-233-3526, jpynes@freeport.tx.us
Friendswood, TX 9/16/2008-1/13/2009	Removed & Disposed: vegetation, C&D Provided Generators	\$4,054,033	482,978	Terry Byrd , EMC, Fire Marshall, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us
Galveston County, TX 9/2010 - 9/29/2012	Demo Services for Buyout Program Demolition of individual lots as result of Hurricane Ike	\$1,722,644	70,000	Garret Foskit , Nuisance Abatement Officer, 1620 Gill Rd, Dickinson, TX 77539, 409-766-4509, garret.foskit@co.galveston.tx.us
Galveston County, TX (Galveston County Mainland & Bolivar Peninsula) 9/18/2008-9/12/2009	Removed & Disposed: (ROW, ROE & canal) vegetation, wet debris, C&D, mulch, leaners/hangers, dead trees killed by the salt water surge, white goods, e-goods, abandoned vehicles, tires Reduced by grinding & burning; Removed debris from 25 mi of protection levee & 5 mi from ship channel protection dike; Levee debris removal; Debris removed from eligible parks, cemeteries & schools	\$84,145,785	3,871,319	Connie Nicholson , Community Svcs Dir, 722 Moody, Galveston, TX 77539, 409-770-5543, connie.nicholson@co.galveston.tx.us
Galveston County Municipal Utility District 12 (MUD 12) 2/24/2009-3/19/2009	Removed & Disposed: Canal debris	\$76,236	693	Pat Doyle (now Ryan Dennard), Co Commissioner Precinct 1, 722 Moody, 1st Floor, Galveston, TX 77550, 409-770-5474, Ryan.Dennard@co.galveston.tx.us
Jefferson County, TX 9/20/2008-2/9/2009	Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, leaners/hangers, stumps, white goods Reduced by grinding	\$1,275,233	93,263	Sharon Ballard , Secretary to Board, 2929 Hwy 6, Site 300, Bayou Vista, TX 77563, 409-935-6111, mud12@comcast.net
				Greg Fountain , EMC, 1149 Pearl St, 1st Floor, Beaumont, TX 77701, 409-835-8757, gfountain@co.jefferson.tx.us
				Lee Crowder , Drainage & Beach Mgr Rd & Bridge Dept, 5115 Hwy 3, Dickinson, TX 77539, 281-534-4152, lee.crowder@co.galveston.tx.us
				Bill Alcorn , Board of Directors President, 2929 Hwy 6, Site 300, Bayou Vista, TX 77563, 409-256-3772
				Douglas Anderson III (now Jamey West), Purchasing Mgr, 1149 Pearl St, 1st Floor, Beaumont, TX 77701, 409-835-8593, jwest@co.jefferson.tx.us
				Kenneth (Kenny) Cook , Police Chief, 1006 S Shore Dr, Clear Lake Shores, TX 77565, 281-334-1034 ext. 202, kcook@clearlakeshores-tx.gov
				Calvin Shiflet , Mayor, 108 E Main St, Clute, TX 77531, 979-265-7369, cshiflet@ci.clute.tx.us
				Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
				Gary Jackson , Assistant City Mgr, 710 E San Augustine, Deer Park, TX 77536, 281-478-7260, gjackson@deerparktx.org
				Kellis George , PW Dir, 3120 Deats Rd, Dickinson, TX 77539, 281-337-6267, kgeorge@ci.dickinson.tx.us
				Laura Tolar , 200 W 2nd St, Freeport, TX 77541, ltolar@freeport.tx.us
				Roger Roecker , City Mgr, 910 S Friendswood Dr, Friendswood, TX 77546, 281-996-3250, frwcity@friendswood.com
				Rufus Crowder , Galveston Co Purchasing Agent, 722 Moody Ave (21st St), Galveston, TX 77550, 409-770-5372, rufus.crowder@co.galveston.tx.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Kemah, TX 9/20/2008-8/14/2009	Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, white goods; Reduced by grinding	\$1,562,035	96,633	R. W. Kerber , EMC / City Administrator, 140 Hwy 1476, Kemah, TX 77565, 281-334-1611, rkerber@kemah-tx.com
Lake Charles, LA 9/18/2008-10/17/2008	Removed & Disposed: vegetation, C&D	\$150,000	15,636	Mister Edwards , PW Dir, 4331 E Broad St, Lake Charles, LA 70615, 337-491-1308, mmedwards@cityoflc.us
LaMarque, TX 9/22/2008-1/21/2009	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers, white goods; Reduced by grinding NRCS Project (12/15/2009-2/23/2010) tree removal from Highland Bayou utilizing Side Scan Sonar	\$1,875,469	126,320	Todd Zacherl (now Gerald Grimm), Fire Chief, 111 Bayou Rd, LaMarque, TX 77561, 409-938-9261, g.grimm@ci.la-marque.tx.us
League City, TX 9/18/2008-1/10/2009	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers, white goods; Reduced by grinding	\$4,108,866	335,140	Denny Holt (now Bruce "Chip" Merrick Mahan), EMC, 601 2nd St, League City, TX 77573, 281-554-1300, chip.merrick@leaguecity.com
Manvel, TX 9/20/2008-1/15/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding; Provided Generators & Vacuum Trucks	\$365,500	35,508	Jay White , PW Dir, 20025 Hwy 6, Manvel, TX 77578, 281-585-4997, jwhite@cityofmanvel.com
Montgomery County, TX 9/18/2008-12/7/2008	Removed & Disposed: vegetation, C&D, compacted C&D, mulch, leaners/hangers, stumps; Reduced by grinding, burning & C&D compacting (7 Sites); Restorations of Athletic Fields & Parking lots	\$16,323,086	1,087,991	Nicky Kelly , Deputy EMC, 9472 Airport Rd, Conroe, TX 77303, 936-523-3901, Nicky.Kelly@mctx.org
Owensboro, KY 9/20/2008-10/17/2008	Removed & Disposed: (ROW & citizen sites) vegetation, C&D Reduced by burning	\$780,192	75,395	Tony Cecil , City Ops Mgr, 270-929-4188, ceciltg@owensboro.org
Pearland, TX 9/18/2008-1/23/2009	Removed & Disposed: vegetation, C&D, mulch Reduced by burning & grinding Provided Vacuum Trucks	\$4,638,531	392,947	Bill Eisen , (now Clay Pearson) City Mgr, 3519 Liberty Dr, Pearland, TX 77581, 281-652-1663, cpearson@pearlandtx.gov
Santa Fe, TX 9/20/2008-10/26/2008	Removed & Disposed: vegetation, C&D	\$996,034	120,731	Barry Cook , (now Kenneth Campbell) EMC Police Chief / Public Safety, P. O. Box 950, Santa Fe, TX 77510-0950, 409-925-3092, kenneth@ci.santa-fe.tx.us
Sulphur, LA 11/5/2008-1/17/2008	Removed & Disposed: C&D debris direct to final disposal	\$6,082	640	Mayor LeLeux , (now Christopher Duncan), 101 N Huntington St, Sulphur, LA 70663, 337-527-4500, mayorsoffice@sulphur.org
Texas City, TX 9/22/2008-10/27/2008	Removed & Disposed: vegetation, C&D, dike (wet debris) Reduced by burning	\$3,578,002	210,404	Bruce Clawson , Em Mgr, 1801 9th Ave N, Texas City, TX 77592, 409-643-5840, bclawson@texas-city-tx.org
Texas GLO - General Land Office 12/18/2008-2/15/2010	Contract # 09-135-000-3564 , 12/18/2008-4/15/2009 Removed & Disposed: sand, Cleaned & restored beaches Contract # 09-152-000-3591 , 2/20/2009-2/15/2010 Removed & Disposed of marine debris & sunken vessels from Gulf & Bay Waters utilizing Side Scan Sonar	\$27,167,674	7,824,258	Ben Au , Architect Dir, Const Svcs, 1700 N Congress Ave, Austin, TX 78701, 512-463-6293, benjamin.au@glo.state.tx.us John Gillen , Dir Coastal Assistance, 512-936-2239, john.gillen@glo.state.tx.us
				Bob Cummins , Mayor, 140 Hwy 1476, Kemah, TX 77565, mayorcummins@kemah-tx.com Todd Sherman , Assistant PW Dir, 4331 E Broad St, Lake Charles, LA 70615, 337-491-1551, tsherman@cityoflc.us Mike Morgan , PW Dir, 1500 Municipal, La Marque, TX 77568, 409-938-9204, m.morgan@ci.la-marque.tx.us John Baumgartner , PW Dir, 300 W Walker St, League City, TX 77573, 281-554-1411, john.baumgartner@leaguecity.com Delores Martin , Mayor, 6615 N Masters, Manvel, TX 77578, 281-489-0630 ext.3, dmartin@cityofmanvel.com Ed Chance , County Commissioner Precinct 3, 1130 Pruitt Rd, Spring, TX 77380, 936-539-7817, comms3@mctx.org Jody Beatty (now Pamela Canary), Purchasing Mgr, 101 E 4th St, Owensboro, KY 42303, 270-687-8431, canaryps@owensboro.org Roland Garcia , Assistant Chief Fire Marshall/ EM Coordinator, 2010 A Old Alvin Rd, Pearland, TX 77581, 281-997-4641, rlgarcia@ci.pearland.tx.us Ralph Stenzel , Mayor (term Exp May 2015), 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412, mayor@ci.santa-fe.tx.us John Bruce , PW Dir, 101 N Huntington St, Sulphur, LA 70663, 337-527-4500, jbruce@sulphur.org Michael Stump , SW Mgr, 301 6th St., 2nd Floor, Texas City, TX 77592, 409-643-5810, mstump@texas-city-tx.org Tony Williams , Environmental Review Specialist, 1700 N Congress Ave, Austin, TX 78701, 512-463-5055, tony.williams@glo.texas.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Tiki Island, TX 9/20/2008-3/23/2009	Removed & Disposed: vegetation, C&D, white goods, canal debris by Side Scan Sonar	\$917,649	39,225	Tim Cullather , Em Mgmt, 802 Tiki Dr, Tiki Island, TX 77554, 409-938-4932 tkisland@comcast.net
Webster, TX 9/18/2008-10/1/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$187,227	13,220	Shannon Hicks , PW Dir, 855 Magnolia Ave, Webster, TX 77598, 281-316-3707, shicks@cityofwebster.com
Westlake, LA 9/29/2008-10/6/2008	Removed & Disposed: vegetation, C&D	\$23,737	2,550	Dan Cupit , (now Bob Hardey) Mayor, 1001 Mulberry St, West Lake, LA 70669, 337-433-0691
2008 T.S. Fay	3 Contracts Activated - 1 DMS Managed for Event	\$331,745 Total Event Cost	16,620 Total Event CY	
Brevard County, FL 9/1/2008-9/16/2008	Removed & Disposed: vegetation, C&D	\$282,810	13,796	"Euri" Euripides Rodriguez , SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us
Leon County, FL 9/8/2008-9/14/2008	Removed & Disposed: vegetation, C&D Reduced by grinding	\$36,533	2,824	Leigh Root Davis (now Roshaunda Bradley), Assist PW Dir, 2280 Miccosukee Rd, Tallahassee, FL 32308, 850-606-1542, bradleyr@leoncountylfl.gov
Tallahassee, FL 8/23/2008-8/24/2008	Emergency Push	\$12,402	Hourly	John Gonzales (now Mike Thomas), Superintendent of Streets & Drainage Division, 642 Mabry St, Tallahassee, FL 32304, 850-891-5310, michael.thomas@talgov.com
2008 Other Projects				
Bayou LaBatre, AL 8/4/2008-8/31/2008	Demolition	\$112,005	Lump Sum	Chad Seaman , Mayor Assistant, 13785 S Wintzell Ave, Bayou La Batre, AL 36509, 251-824-2171
Mississippi Secretary of State	Removed & disposed of existing debris piles	\$20,000	Lump Sum	Honorable Delbert Hosemann, Jr , Secretary of State, PO Box 136, Jackson, MS 39205
Walton County, FL	Removed & disposed of vessels from Hogtown Bayou	\$23,250	Lump Sum	Valerie Angel , EM Planner, Walton Co Sheriff's Office, 752 Triple G Road, DeFuniak Springs, FL 32433, 850-982-8065, vangel@waltonso.org
Pasco County, FL 6/6/2008-6/5/2010	Clearing , maintaining & restoring miscellaneous storm water drainage canals Countywide; Prevented trees & limbs from intruding in ROW	\$2,500,000	Hourly	Michelle Baker , Engineering Svcs, 14236 6th St, Ste 201, Dade City, FL 33523, 727-847-8140 ext.8756, mbaker@pascocountyfl.net
2007 Other Projects				
Plantation, FL	Excavated canals through NRCS	\$583,000	Lump Sum	Frank (Cheech) DeCelles , (now Ed Consaul) PW Dir, 750 NW 91st Ave, Plantation, FL 33324, 954-452-2535, econsaul@plantation.org
				Randy Phipps , Em Mgmt, 802 Tiki Dr, Tiki Island, TX 77554, 409-938-4932, tkisland@comcast.net John Warnement , Assistant PW Dir, 855 Magnolia Ave, Webster, TX 77595, 281-316-3707, jwarnement@cityofwebster.com Brad Baker , PW Dir, 1004 Hilma St, West Lake, LA 70669, 337-433-0691 Leslie Rothering , Purchasing Mgr, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-617-7390, Leslie.Rothering@brevardcounty.us Kevin Peters , EM Dir, 2825 Municipal Way, Tallahassee, FL 32304, 850-488-5921, PetersK@leoncountylfl.gov Mike Scheiner , Debris Mgmt Coordinator, 642 Mabry St, Tallahassee, FL 32304, 850-891-5304, mike.scheiner@talgov.com Alan Bryant, SR PE , Poly Surveying Exec Pres, 5588 Jackson Rd, Mobile, AL 36619, 251-666-2010, alan@polysurveying.com Robin Dozier , Public Lands Division, rdozier@sos.state.ms.us Russell Beatty , Assistant EM Dir, 63 Bo Pete Manor Rd, DeFuniak Springs, FL 32433, 850-892-8530, beatrussell@co.walton.fl.us Michael Garret , PW Dir, 4454 Grand Blvd, Newport Richey, FL 34652, 727-834-3611, mgarrett@pascocountyfl.net Susan Slattery , City Clerk, 400 NW 73rd Ave, Plantation, FL 33317, 954-797-2237, sslattery@plantation.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Dade City, FL	Cleaned waterways & canals	\$1,500	Lump Sum	Joey Wubeena, 14150 5th St, Dade City, FL 33525, Fax-352-521-1498
Pasco County, FL 6/5/2007-6/8/2008	Clearing, maintaining & restoring miscellaneous storm water drainage canals Countywide	\$950,866	Hourly	Michelle Baker, Engineering Svcs, 14236 6th St, Ste 201, Dade City, FL 33523, 727-847-8140 ext.8756, mbaker@pascocountyfl.net
Bayou LaBatre, AL 5/1/2007-6/1/2007	Debris Removal Project, CDBG Project Demo & clearance of approx. 39 properties Removed & Disposed: demolition debris	\$341,201	Lump Sum	Chad Seaman, Mayor Assistant, 13785 S Wintzell Ave, Bayou La Batre, AL 36509, 251-824-2171
Sanibel Island, FL 2/9/2007-2/18/2007	Hand raked & removed red drift algae from beach	\$65,716	Hourly	Gates Castle, (now Keith Williams, II) PW Dir, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397, keith.williams@mysanibel.com
2006 Ice Storm	2 Contracts Activated - 1 DMS Managed for Event	\$4,738,473 Total Event Cost	537,483 Total Event CY	
Union Concrete Constructors Erie County, NY 10/20/2006-1/7/2007	Removed & Disposed: vegetation, C&D Reduced by grinding	\$4,480,345	501,290	Jodi Osinski, UCC Constructors, Inc, 105 Center Rd, West Seneca, NY 14224, 716-822-5755, jodi.ucc@adelphia.net
Union Concrete Constructors Genesee County, NY 11/27/2006-1/16/2007	Removed & Disposed: vegetation, C&D	\$258,128	36,193	Jodi Osinski, UCC Constructors, Inc, 105 Center Rd, West Seneca, NY 14224, 716-822-5755, jodi.ucc@adelphia.net
2006 T.S. Ernesto	2 Contracts Activated	\$441,580 Total Event Cost	24,318 Total Event CY	
Franklin, VA 10/17/2006-10/25/2006	Removed & Disposed: C&D debris	\$41,436	1,920	Russell Pace, PW Dir, 1050 Pretlow St, Franklin, VA 23851, 757-562-8562, rpace@franklinva.com
York County, VA 9/27/2006-10/24/2006	Removed & Disposed: vegetation	\$400,144	22,398	Debbie Morris, Co Controller, 120 Alexander Hamilton Blvd, Yorktown, VA 23690, 757-890-3700, dmorris@yorkcounty.gov
2006 Other Projects				
Atmore, AL 7/1/2006-8/16/2006	Drainage improvements throughout the City	\$93,262	Lump Sum	Nina Propst, Administrative Assistant, PO Drawer 1297, Atmore, AL 36502, 251-368-2253, ninad@cityofatmore.com
2005 Hurricane Wilma	19 Contracts Activated - 11 DMS Managed for Event	\$77,117,713 Total Event Cost	4,121,047 Total Event CY	
Aventura, FL 10/29/2005-11/9/2005	Removed & Disposed: vegetation, C&D, mulch, stumps Reduced by grinding	\$359,967	17,168	Robert Sherman, Community Svcs Dir, 19200 W Country Club Dr, Aventura, FL 33180, 305-466-8930, rsherman@cityofaventura.com
Bonnet House Museum Ft Lauderdale, FL 11/16/2005-1/1/2006	Removed & Disposed: vegetative & C&D debris	\$197,600	Lump Sum	Karen Beard, CEO, 900 N Birch Rd, Ft Lauderdale, FL 33304, 954-563-5393

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Collier County, FL 10/22/2005-9/10/2006	Debris Removal & Disposal Stormwater Management Contract (Phase I > 3/20/2006-7/2/2006, Phase II > 8/13/2006-9/10/2006) wet debris removal from 40+ miles of canals Provided generators, vac trucks / operators, fuel services	\$2,522,846	Lump Sum	Margaret Bishop, PE, Stormwater Senior Project Mgr. 2800 N Horseshoe Dr, Naples, FL 34104, 239-252-5857, margaretbishop@collier.gov.net
Ft Lauderdale, FL 10/27/2005-3/8/2006	Emergency Push; Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, (ROW & Parks) leaners/hangers, stumps, wet canal debris, sand screening; Reduced by grinding; Provided: generators, ice	\$28,000,000	1,025,131	Albert Carbon (now Hardeep Anand, P.E.), PW Dir, 220 SW 14th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341, hanand@fortlauderdale.gov
Ft Myers, FL 10/28/2005-12/13/2005	Emergency Push Removed & Disposed: vegetation, mulch, stumps Reduced by grinding	\$794,838	41,717	William Mitchell, City Mgr, 2200 2nd St, Ft Myers, FL 33916, 239-321-7022, citymanager@cityfmymys.com
Ft Myers Beach, FL 11/7/2005-12/1/2005	Removed & Disposed: vegetation, C&D	\$51,126	3,713	Cathie Lewis (now Scott Baker), PW Dir, 2523 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext. 118, sbaker@fortmyersbeachfl.gov
Golden Acres Housing Authority of Pompano Beach, FL 12/23/2005-1/5/2006	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$19,105	1,006	Ralph Adderly, 321 W. Atlantic Blvd, Pompano Beach, FL 33060, 954-785-7200, radderly@happb.org
Lazy Lakes, FL 11/16/2005-12/9/2005	Emergency Push Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$41,526	1,797	Lyn McFarland (now Scott Pringle), Mayor, 2210 Lazy Lane, Lazy Lake, FL 33305, 954-616-7801, lazylake1@aol.com
Lee County, FL 10/25/2005-6/4/2006	Removed & Disposed: vegetation, C&D, stumps (10/25/2005-12/13/2005); Reduced by grinding; Debris Removal Lee County Public Works, Division of Natural Resources, (5/2-6/4/2006) removed waterway debris	\$7,995,412	451,948	Mr. Lindsey Sampson, SW Dir, 10500 Buckingham Rd, Ft Myers, FL 33905, 239-533-8000, L.Sampson@leegov.com
Naples, FL 3/26/2006	Operated & managed grinding site	\$8,253	2,751	Brad White, SW Superintendent, 50 Riverside Cir, Naples, FL 34102, 239-213-4766, bwhite@naplesgov.com
Naples Airport Authority, FL 3/2006	Removed & Disposed: vegetation debris from areas of the airport; Reduced by grinding; Removed large berm from airport property	\$273,200	Lump Sum	Ervin N. Dehn, Jr, Dir Of Engineering & Planning, 160 Aviation Dr N, Naples, FL 34104-3568, 239-643-0733, administration@tlynnaples.com
North Miami, FL 10/28/2005-2/3/2006	Emergency Push; Removed & Disposed: vegetation, C&D, mulch, stumps, leaners/hangers; Reduced by grinding	\$3,830,000	310,901	Mark E. Collins (now Wisler Pierre-Louis - Interim), PW Dir, 776 NE 125th St, 3rd Floor, North Miami, FL 33161, 305-895-9838 ext. 15005, wpierre-louis@northmiamifl.gov
North Miami Beach, FL 10/31/2005-12/15/2005	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding; Tree Removal from Pickwick Lake	\$522,918	38,275	Kenny Paoletti, Stormwater Mgmt, 305-948-2936 ext. 3947, kenny.paoletti@citynmb.com
Pembroke Pines, FL 10/27/2005-1/20/2006	Removed & Disposed: vegetation, C&D, mulch, stumps, damaged metal bleachers; Reduced by grinding; Provided generators; Graded & back filled stump holes, ground City hauls	\$13,116,763	876,699	Shawn Denton, Public Svcs Dir, 13975 Pembroke Rd, Pembroke Pines, FL 33027, 954-437-1115, sdenton@ppines.com
				George Yilmaz, Public Utilities Administrator, 6027 Shirley St, Naples, FL 34109, 239-252-2600, georgeyilmaz@colliergov.net
				Rick Andrews, Procurement Specialist, 100 N Andrews Ave, 6th Floor Rm 619, Ft Lauderdale, FL 33301, 954-828-4357, randrews@fortlauderdale.gov
				Saeed Kazemi, PW Dir, 2200 2nd St, Ft Myers, FL 33916, 239-321-7216, skazemi@cityfmymys.com
				Michelle Mayher, Town Clerk, 2523 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext. 114, Michelle@fortmyersbeachfl.gov
				Donna Smith, Finance Dir, 954-785-7200 ext. 224, dsmith@happb.org
				Joe Fodera, Village Clerk, 2249 Lazy Lane, Lazy Lake, FL 33305, 954-563-8062, lazylake123@aol.com
				Jason Fournier, SW Ops Mgr, 10500 Buckingham Rd, Ft Myers, FL 33905, 239-533-8000 ext. 8920, jfournier@leegov.com
				William Wilcox, SW Supervisor, 50 Riverside Cir, Naples, FL 34102, 239-213-4768, wwilcox@naplesgov.com
				Kerry Keith, Dir of Airport Development & Facilities, 239-643-0733
				Kerrith Fiddler, Asst PW Dir, 1855 NE 142 St, North Miami, FL 33181, 305-895-9878 ext 14003, kfiddler@northmiamifl.gov
				Roslyn Weisblum (now Ana Garcia), PW Dir, City Hall 4th Floor, 17011 NE 19 Ave, North Miami Beach, FL 33162, 305-948-2900, rmbmg@citynmb.com
				Paul Edelstein, Public Svcs Deputy Dir, 13975 Pembroke Rd, Pembroke Pines, FL 33027, 954-437-1115, pedelstein@ppines.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Pompano Beach, FL 10/27/2005-1/20/2006	Removed & Disposed: vegetation, C&D, mulch, stumps Reduced by grinding	\$8,138,864	521,597	Russell Ketchum , PW, 1201 NE 5 Ave, Pompano Beach, FL 33061, 954-545-7011, russell.ketchum@copbfl.com
Sanibel Island, FL 10/26/2005-12/1/2005	Emergency Push Removed & Disposed: (ROW & ROE) vegetation, C&D Beach Work	\$538,981	46,877	Gates Castle , (now Keith Williams) PW Dir, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397, keith.williams@mysanibel.com
Wellington, FL 10/26/2005-1/19/2006	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$5,822,102	375,803	Tim Hunt , 561-798-6378 tim-hunt@jun.com
West Palm Beach, FL 10/27/2005-1/11/2006	Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, stumps; Reduced by grinding	\$3,177,615	336,297	Ken Reardon , Assistant City Administrator, 561-644-7483, kreardon@wpb.org
Wilton Manors, FL 10/29/2005-12/9/2005	Emergency Push; Removed & Disposed: vegetation, C&D, mulch, stumps, learners/hangers in Parks Reduced by grinding	\$1,706,597	69,367	David Archacki , EM Coordinator, 2020 Wilton Dr, Wilton Manors, FL 33305, 954-390-2129, darchacki@wiltonmanors.com
2005 Hurricane Rita	5 Contracts Activated - 16 DMS Managed for Event	\$94,502,646 Total Event Cost	10,548,710 Total Event CY	
Dickinson, TX 10/3/05-10/18/05	Emergency Push Removed & Disposed: vegetation, C&D	\$92,554	5,777	Ivan Langford (now Julie Robinson), City Administrator, 4403 Hwy 3, Dickinson, TX 77539, 281-337-6204, jrobinson@ci.dickinson.tx.us
Calcasieu Parish, LA 9/30/2005-8/28/2006	Removed & Disposed: vegetation, C&D, ash, mulch, white goods, e-goods, learners/hangers; Reduced by burning & grinding (14 disposal sites); Surveyed houses for asbestos, demo & proper disposal of asbestos; Sub for Ceres Environmental/US Corps of Engineers	\$81,506,090	9,463,080	Charlie Crumpler , USCOE Retired, 918-669-7487, 901-508-9075
Ft Lauderdale, FL 9/20/2005-10/6/2005	Beach work, cleaned sand debris & various projects	\$205,010	1,083	Albert Carbon (now Hardeep Anand , P.E.), PW Dir, 220 SW 14 th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341, hanand@fortlauderdale.gov
Jefferson County, TX 9/30/2005-5/24/2006	Pre-Event Contract , (9/30/05-10/30/05 Pre CORPS) Sub for D&J during CORPS Contract, 10/31/05-5/24/06 Emergency Push; Removed & Disposed: vegetation, C&D, ash Reduced by burning	\$12,698,992	1,078,770	Mr. John Cascio (now Greg Fountain), EM Coordinator, 1149 Pearl St, Beaumont, TX 77701, 409-835-8757, gfountain@co.jefferson.tx.us
2005 Hurricane Katrina	32 Contracts Activated - 8 DMS Managed for Event	\$96,564,498 Total Event Cost	3,821,306 Total Event CY	
Alabama State Docks	Removed & Disposed: vegetation, C&D debris from property	\$90,000	Lump Sum	Pete O'Neal , Ops Coordinator, PO Box 1588, Mobile, AL 36633

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Aventura, FL 9/1/2005-9/3/2005	Removed & Disposed: vegetation, C&D	\$30,462	2,437	Robert Sherman , Community Svcs Dir, 19200 W Country Club Dr, Aventura, FL 33180, 305-466-8930, rsherman@cityofaventura.com Eric Soroka , City Mgr, 19200 W Country Club Dr, Aventura, FL 33180, 305-466- 8910, esoroka@cityofaventura.com
Baldwin County, AL 9/1/2005-3/1/2006	Removed & Disposed: vegetation, C&D, concrete Reduced by grinding	\$3,748,310	309,998	Kimberly Creech , Finance & Accounting Dir, 257 Hand Ave, Bay Minette, AL 36507, 251-937-0303, kcreech@co.baldwin.al.us Cal Markert , Co Engineer, 22070 Hwy 59, 3rd & 4th Floors, Robertsdale, AL 36567, 251-972-8557, omarkert@baldwincountyal.gov
Biloxi, MS 9/1/2005-5/23/2007	Removed & Disposed: (ROW & ROE) vegetation, C&D, inaccessible trees, leaners/hangers, standing dead trees, white goods, e-goods; Reduced by burning; Demo & disposal of Gulf Beach Hotel; Boat Salvage utilization Side Scan Sonar ; Beauvoir Oyster Bayou Marine Debris Removal utilizing Side Scan Sonar ; Demo & proper disposal of structures containing asbestos	\$19,218,866	1,092,184	A. J. Holloway , Mayor, 140 Lamuse Street 2nd Floor, Biloxi, MS 39630, 228-435- 6254, mayor@biloxi.ms.us Jonathan Kiser, PE , Neel Schaffer, 772 Howard Ave, Biloxi, MS 39530, 228-374- 1211, Jonathan.kiser@neel-schaffer.com
Bonnet House Museum Ft Lauderdale, FL	Removed & Disposed: vegetation, C&D	\$86,800	Lump Sum	Karen Beard , CEO, 900 N Birch Rd, Ft Lauderdale, FL 33304, 954-563-5393 Melvin McCarley , PW Superintendent, PO Box 400, Daphne, AL 36526, 251- 621-3182, pswuperintendent@daphneal.com
Daphne, AL 8/31/2005-10/10/2005	Emergency Push Removed & Disposed: vegetation, C&D Reduced by grinding	\$641,687	58,764	Ken Eslava (now Richard Johnson), PW Dir, 26435 Public Works Rd, Daphne, AL 36526, 251-621-3182, directorpw@daphneal.com
D'Iberville, MS 9/1/2005-10/13/2005	Emergency Push	\$404,607	Hourly	Mike Mullins , PW Dir, 10383 Automall Pkwy, D'Iberville, MS 39540, 228-392-9734, mmullins@diiberville.ms.us Richard Rose , PO Box 6519, D'Iberville, MS 39540, rose@cityofdiiberville.org
Ft Lauderdale, FL 8/27/2005-10/21/2005	Emergency Push & various projects; Removed & Disposed: vegetation, C&D, mulch, leaners/ hangers, stumps Reduced by grinding	\$5,578,452	174,081	Albert Carbon (now Hardeep Anand , P.E.), PW Dir, 220 SW 14th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341, hanand@fortlauderdale.gov Rick Andrews , Procurement Specialist, 100 N Andrews Ave, 6th Floor Rm 619, Ft Lauderdale, FL 33301, 954-828-4357, randrews@fortlauderdale.gov
Gulf Shores, AL 10/2/2005-2/20/2006	Removed & disposed of debris at West Beach; Beach plowing, sand screening & 7 miles of berm reconstruction	\$7,147,306	270,218	Charles Hunter , PW Dir, PO Box 299, Gulf Shores, AL 36547, chunter@gulfshoresal.gov Charles Hunter , PW Dir, PO Box 299, Gulf Shores, AL 36547, chunter@gulfshoresal.gov
Gulfport, MS 12/10/2005-9/20/2006	Pre-Event Contract Activated (12/10/2005-6/29/2006), Demo & Debris Removal (3/16/2006-9/20/2006); Emergency Push Removed & Disposed: vegetation, C&D, demo debris Demo of commercial property south of CSX Railroad	\$10,867,616	269,587	Bill Powell , Engineering Dir, 4050 Hewes Ave, Gulfport, MS 39507, 228-868-5815, engineering@ci.gulfport.ms.us John Hoyle , VP, RW Beck Eng, 321- 303-2543, jhoyle@rwbeck.com
Hancock County, MS 5/31/2007 - 6/25/2007	Removal & disposal of junked / abandon small & large vehicles as well as boats.	\$360,000	Lump Sum	Brian Adams , EM Hancock County, 854 Hwy 90, Ste A, Bay St Louis, MS 39520, 228-466-8201 Travis McCoy , Neel-Schaffer, 601-948- 3071, travis.mccoy@neel-schaffer.com
Harrison County, MS 8/31/2005-9/11/2005	Emergency Push	\$608,369	Hourly	Pamela Ulrich , Harrison Co Board of Supervisors, 1801 23rd Ave, Gulfport, MS 39502, ulrichpamela@co.harrison.ms.us Pamela Ulrich , Harrison Co Board of Supervisors, 1801 23rd Ave, Gulfport, MS 39502, ulrichpamela@co.harrison.ms.us
Jackson County, MS 5/26/2006 - 8/31/2006	Removed debris from drainage ways & waterways Team ed with TCB	\$1,679,944	119,996	Sam Taylor , Neel-Schaffer, 228-374-1211, staylor@neel-schaffer.com Jonathan Kiser, PE , Neel Schaffer, 228- 374-1211, jkiser@neel-schaffer.com
Jefferson Parish, LA 9/2/2005-9/9/2005	Emergency Push Provided generators & fuel	\$293,393	Hourly	Col. David Dysart , EM Dir, 910 3rd St, Gretna, LA 70053, 504-349-5360, jpeoc@jeffparish.net Col. David Dysart , EM Dir, 910 3rd St, Gretna, LA 70053, 504-349-5360, jpeoc@jeffparish.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Louisiana 7/9/2007-1/16/2011	Restored Shrimp & Fishing grounds by identifying debris using side scan sonar and removing debris	\$5,143,200	Lump Sum	Marty Bourgeois , Dept. of Wildlife & Fisheries, 2000 Quail Dr, Rm 344, Baton Rouge, LA 70808, 252-765-2401, mbourgeois@wlf.la.gov Charlotte Naquin , Dept. of Wildlife & Fisheries, PO Box 98000, Baton Rouge, LA 70898-9000, 252-765-2401, onaquin@wlf.la.gov
Moss Point, MS 5/22/2007-8/28/2007	Removed & Disposed: vegetation, C&D	\$450,924	38,278	Stephanie Thompson , Diversified Consultants, 228-474-0017, mosspointc25605@bellsouth.net Jennifer Flanigan , 4412 Denny St, Moss Point, MS 39563, flanigan@stcmail.com
North Miami, FL 9/9/2005-9/12/2005	Removed & Disposed: vegetation, C&D	\$122,498	11,442	Mark E. Collins (now Wisler Pierre-Louis Interim), PW Dir, 776 NE 125th St, 3rd Floor, North Miami, FL 33161, 305-895-9838 ext. 15005, wpierre-louis@northmiamifl.gov Kerrith Fiddler , Asst PW Dir, 1855 NE 142 St, North Miami, FL 33181, 305-895-9878 ext 14003, kfiddler@northmiamifl.gov
Orange Beach, AL 8/30/2005	Beach work, sand screening & various projects	\$265,701	181,974	Nicole Woerner , Coastal Resources Planner, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063, nwoerner@cityoforangebeach.com Phillip West , Costal Resource Mgr, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6788, pwest@cityoforangebeach.com
Pascagoula, MS 9/1/2005-7/31/2010	Pre-Event Debris Contract (9/1/05-9/4/05 & 7/1/06-8/28/07) Worked Under Ashbritt/USACE Contract W912P8-05-D-0025 (9/5/05-6/30/06); Emergency Push; Removed & Disposed: vegetation, C&D, (ROW & ROE) leaners/hangers, white goods Demo of houses & proper disposal of asbestos material. Supplied ice, meals, generators, temp trailers, fuel, radios, & vehicles: Demo Carver Village , 1/9/2007-1/30/2007; Culvert Debris Cleaning North of Ingalls Avenue , 6/6/2007-7/31/2010 cleaning & video inspection of storm sewers in the City, primarily all storm drain piping; Demo of Houses Project 10/2/2007-10/19/2007	\$22,535,788	1,204,673	Kay Kell (now Joseph Huffman), City Mgr, 603 Waits Ave, Pascagoula, MS 39567, 228-938-6614, jhuffman@cityofpascagoula.com Jaci Turner, P.E. , Program Mgr, 4015 14th St, Pascagoula, MS 39567, 228-938-6726, jturner@cityofpascagoula.com Brian Nelson , PW Dir, 4011 14th St, Pascagoula, MS 39567, 228-938-6623, banelson@cityofpascagoula.com
Pembroke Pines, FL 8/29/2005-9/16/2005	Removed & Disposed: vegetation, C&D, mulch, stumps Reduced by grinding & burning	\$727,587	55,339	Shawn Denton , Public Svcs Dir, 13975 Pembroke Rd, Pembroke Pines, FL 33027, 954-437-1115, sdenton@ppines.com Paul Edelstein , Public Svcs Deputy Dir, 13975 Pembroke Rd, Pembroke Pines, FL 33027, 954-437-1115, pedelstein@ppines.com
Pompano Beach, FL 8/31/2005-9/23/2005	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$140,795	15,613	Russell Ketchum , PW, 1201 NE 5 Ave, Pompano Beach, FL 33061, 954-545-7011, Russell.Ketchum@copbfl.com Lamar Fisher , Mayor, 100 W Atlantic Blvd, Pompano Beach, FL 33060, 954-786-4623, lamar.fisher@copbfl.com
United States Coast Guard 8/17/2006-6/30/2007	Disposed of wet debris from coastline to 1/2 mile from shores in Jackson, Harrison & Hancock Counties, MS; Removed & disposed of marine debris in Hancock County, MS; Removed & disposed of wet debris from Jackson County, MS Bayous; Teamed with small local marine business - removed & disposed of marine debris from 1/2 mile to 4 miles offshore in Jackson, Hancock, & Harrison Counties, MS	\$15,997,163	Lump Sum Contracts	Lt. Patrick Coleman , 251-234-0501, patrick.f.coleman@uscg.mil Commander Carl Edminston , 251-583-8420, carl.edminston@uscg.mil
Walton County, FL 9/8/2005-9/17/2005	Removed & Disposed: C&D, Lake debris	\$77,190	2,794	Bill Imfeld (now Wanda Quimby), Dir of Purchasing, 176 Montgomery Cir, DeFuniak Springs, FL 32433, 850-892-8176, quiwanda@co.walton.fl.us Al Ford , EM Coordinator, 63 Bo Pete Manor Rd, DeFuniak Springs, FL 32433, 850-892-8065, foralfred@co.walton.fl.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Waveland, MS 8/31/2005-9/5/2005	Emergency Push Provided emergency generators	\$145,066	Hourly	Mayor Tommy Longo , (now David Garcia), 315 Coleman Ave, Waveland, MS 39576, 228-467-4134, mayorgarcia@mediacommbb.net
Wilton Manors, FL 8/29/2005-9/8/2005	Emergency Push Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$202,774	13,928	Rita Sanz , Admin. Coordinator, 2020 Wilton Dr, Wilton Manors, FL 33305, 954-390-2190, rsanz@wiltonmanors.com
2005 Hurricane Dennis	11 Contracts Activated - 6 DMS Managed for Event	\$12,234,092 Total Event Cost	950,593 Total Event CY	
Pascagoula, MS 7/15/2005-7/22/2005	Emergency Push Provided Generators	\$66,745	Hourly	Brian Nelson , PW Dir, 4011 14 th St, Pascagoula, MS 39567, 228-938-6623, bnelson@cityofpascagoula.com
Paso County, FL 5/31/2005-9/30/2005	NRCS Watershed	\$432,500	Hourly	Rosemary Tommolino , Project Specialist, 4454 Grand Blvd, New Port Richey, FL 34652, (727) 834-3604, rtommolino@pascocountyfl.net
VMS Various FL Locations 7/11/2005-10/25/2005	Removed & Disposed: (ROW & Private) vegetation, C&D, mulch Reduced by grinding Counties: Franklin, Okaloosa, Santa Rosa, Walton	\$1,762,389	71,828	Doug Aaron , VMS, 850-544-4242 Marlin Harbock , Franklin County VMS, 850-544-1988, mholzbach@vms.com
Wakulla County, FL 7/15/2005-9/30/2005	Removed & Disposed: (ROW & ROE) vegetation, C&D, compacted C&D, ash, white goods; Reduced by burning	\$424,468	59,323	Howard Kessler , District 3 Commissioner, 3093 Crawfordville Hwy, Crawfordville, FL 32327, 850-597-3856, hkessler@mywakulla.com
Walton County, FL 7/15/2005-9/15/2005	Removed & Disposed: (ROW & ROE) vegetation, C&D, concrete, wet lake debris, beach debris, mulch Reduced by grinding Various projects	\$1,473,283	54,927	Bill Imfeld (now Wanda Quimby), Dir of Purchasing, 176 Montgomery Cir, DeFuniak Springs, FL 32433, 850-892-8176, quiwanda@co.walton.fl.us
2005 T.S. Cindy & Other Projects				
Jefferson Parish, LA 7/13/2005-7/30/2005	Removed & Disposed: vegetation, C&D	\$349,675	42,384	Deano Bonano , 1221 Elmwood Park Blvd, Ste 1002, Jefferson, LA 70123, dbonano@jeffparish.net
Pensacola, FL	Removed & Disposed vegetative & C&D debris from floodplain in Carpenter's Creek	\$232,500	Lump Sum	Al Garza Jr. , PW Dir, 2757 N Palafox St, Pensacola, FL 32501, 850-435-1755
Desoto County, FL 2/16/2005-4/1/2005	Repairs & improvements to the Watershed	\$629,055	Hourly	Mary Tucker , (now Cindy Talamantez), Purchasing Dir, 201 E Oak St, Ste 203, Arcadia, FL 34266, 863-993-4816, c.talamantez@desotoboccc.com
2004 Hurricane Ivan	12 Contracts Activated - 11 DMS Managed for Event	\$115,174,548 Total Event Cost	7,084,915 Total Event CY	
2004 Hurricanes Charley, Frances & Jeanne	24 Contracts Activated - 50 DMS Managed for Event	\$177,251,685 Total Event Cost	9,715,763 Total Event CY	

Mobilizing Large Workforces



Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in the City of Hattiesburg as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.



Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their equipment listed in our database, in relation to the State of Mississippi.

Subcontractor Information	Regional	MS	US. 2019
Number of Registered Subcontractors	<u>91</u>	<u>151</u>	<u>3204</u>
Subcontractor Equipment	Regional	MS	US. 2019
Dump Trucks (16-65)	757	1171	18622
Pick up w/ dump trucks	288	364	4926
Knuckle-boom trucks	103	156	2876
Wheel Loader 50hp – 150hp	200	286	5334
5 ton Pickup truck	257	393	6938
Hydraulic Excavator 50hp-150hp	252	425	6343
Trailer Mounted floodlight	54	165	1547
Low-bed Trailer w/ tractor	83	156	2094
Water Truck	53	86	955
Air Curtain Burner	26	43	310
Backhoe w/ loader 15	76	155	1763
Dozer, 2-3 yd blade/root rake blade D7	159	277	3118
Grader, Motor, 12 ft blade 130-140hp	34	54	698
Chipper	28	40	1287
Tub Grinder 300-400 hp & 800-1000 hp	43	67	819
Self loading trucks	320	369	4449
Skid steer 40 hp – 80 hp	402	571	7558
C&D Walking Floor 80-110 CY	29	42	1757
Mulch Trailer 80-110 CY	33	46	932
Bucket Trucks	137	168	2982
Barges	40	41	1158
Work Boats	52	58	1392
Vacuum Trucks	42	67	1666

Mississippi Subcontractor Statistics	Regional	MS
Small Business	60	108
M/WBE, HUB, SDB or Veteran Certified	51	93
Push Crews	40	72
Debris Haulers	67	115
Marine Debris	9	10
Grinding	6	10
Haul Outs		4
Concrete Reduction	1	1
Tree Work	5	12

FEMA Experience with NEMA

Over the past five decades, CrowderGulf has seen extensive changes in FEMA required documentation. Employees are continuously updated on changes to ensure our clients are provided with accurate and complete documentation to assist in the reimbursement process. In an effort to provide the best service to clients, all CrowderGulf Management and field staff are well-versed in the FEMA's Public Assistance Program and Policy Guide (Incorporating the Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327)). CrowderGulf's staff also collectively holds hundreds of FEMA course certifications. CrowderGulf has several FEMA specialists with 14 to 40+ years' experience.

- Gary Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). Gary served as Deputy Regional Director of FEMA Region VI for 17 years. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Gary was responsible for administration of emergency management programs in the FEMA Region 6 states of Texas, Arkansas, Louisiana, New Mexico and Oklahoma. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Gary served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. Gary was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters.
- Our Assistant Director of Operations, Buddy Young, served as Regional Director of FEMA Region VI from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management business and is extremely knowledgeable about FEMA policies and procedures.
- Our Quality Control Specialist, Leigh Anne Ryals has 19 years working disasters and 17 of those years specifically in Emergency Management. Mrs. Ryals served as Emergency Management Director in the largest county on the east side of the Mississippi River and managed 12 Federally Declared Disasters while serving in that position. Her experience in working with FEMA Region IV and her specific knowledge of the FEMA public assistance program has been of valuable use to our clients. Her experience includes FEMA policy and application, project worksheet formulation, Pilot Program implementation and documentation requirements. Ms. Ryals has had firsthand experience in the FEMA/Office of Inspector General audit process. And, she along with other CrowderGulf team members, provide training and education classes to our clients on policy and regulation changes.
- Barrett Holmes joined CrowderGulf after 31 years experience in public service, leadership and planning. He served as the primary Department of Defense representative with FEMA Region IV. He has vast knowledge of and extensive experience working with civilian authorities at local, state, and federal levels concerning crisis management and disaster response. He was instrumental in planning, coordinating, integrating, and executing support for numerous disasters which include Hurricanes Earl, Isaac, and Sandy, as well as the Gulf Coast clean-up following the Deep Water Horizon oil spill.

The majority of CrowderGulf's work (95%) has been with municipalities that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. **Throughout CrowderGulf's experience working with FEMA, no client has been denied reimbursement.** This is important because our Client's success reflects CrowderGulf's success.

Because CrowderGulf has been one of the leading and most respected debris contractors for longer than any other company, many FEMA representatives are familiar with our company's work ethic, ability to work as a team and our constant endeavor to complete every project to the satisfaction of the Client and FEMA. The Company's goal is to establish communication with the FEMA representative/s (through the Client) and maintain a positive working relationship with all FEMA representatives throughout the recovery effort.

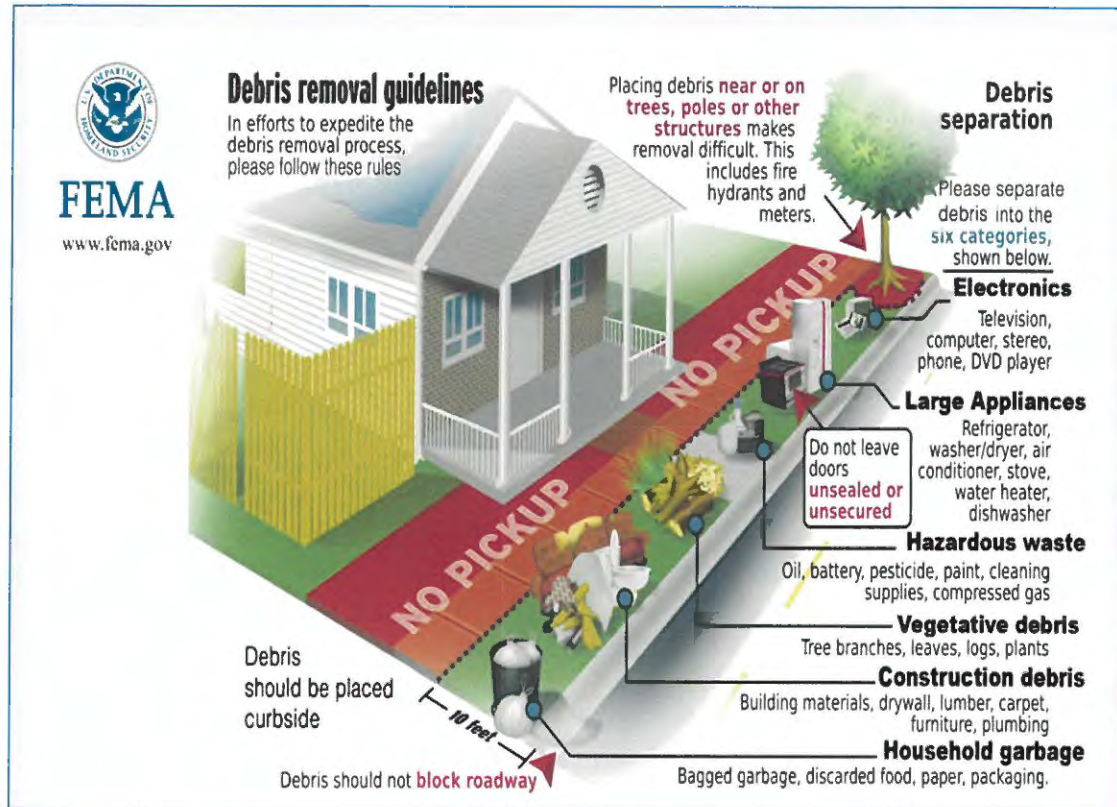
As the field work is completed, FEMA auditing will begin, which is often a more daunting task than the actual debris removal. CrowderGulf has successfully worked with many monitoring companies as well as directly with municipalities to ensure that all documentation is complete and correct. Throughout any invoicing and auditing process, we are responsive to all FEMA and applicant/client requests. Because of our responsible record keeping, we are able to provide documentation and answer questions with a very quick turnaround. This becomes extremely important when the applicant/client is trying to get reimbursed by FEMA.

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalities) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot program initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program.

FEMA had previously extended the Public Assistance Alternative Procedures for Debris Removal until June 27, 2019, however nothing has been determined as to if FEMA will be extending this Program. However, to meet FEMA's strategic Plan objectives to streamline the grantee experience, and simply program delivery, the Agency is discontinuing the Recycling Revenues and Sliding Scale procedures because they were not meeting the goals established in the Sandy Recovery Improvement Act. FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to assist the City in taking advantage of the remaining program initiatives.

<i>SRIA Program Incentives for Subgrantees</i>	<i>CrowderGulf's Capabilities and Commitment to Clients(subgrantees)</i>
<u>Straight Time and Force Account Labor:</u> When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.
<u>Debris Management Plan Procedure:</u> If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time <u>2%</u> federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.



Mississippi Activations in which Clients utilized Federal Programs (FEMA's Public Assistance Reimbursement Program)

2017 Tornado	Hattiesburg
2012 Isaac	Biloxi Magnolia, M McComb Pascagoula
2008 Hurricane Gustav	Biloxi
2005 Hurricane Katrina	Biloxi, D'Iberville, Gulfport Hancock County Moss Point Pascagoula Waveland
2005 Hurricane Dennis	Pascagoula
1998 Hurricane Georges	Harrison County
1993 Hurricane Andrew	Jackson County

Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Hattiesburg. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

■ Project Management Team Member Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Nick Pratt – Director of Operations

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katerina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. He has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. Most recently, Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris.



In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)

Barrett Holmes – Regional Manager

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Cavalry Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes.



Mr. Holmes has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His most recent experience includes oversight of the entire cleanup operation in Hilton Head Island, SC after Hurricane Matthew. Mr. Holmes and his team handled Emergency PUSH Operations and removed and disposed of approximately **3,012,487 Cubic Yards of Debris**. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Don Madio – Regional Manager

Since 1999, Don Madio has served on more than 150 mid-to-large-scale disaster recovery and debris management projects. Don's seasoned portfolio offers a wide range of competent recovery and management disciplines, providing critical oversight to operational challenges and innovative project strategies that regularly exceed client expectations and project goals. Upon taking a position with CrowderGulf, Mr. Madio provided management and oversight for 7 debris removal and waterway projects, following Hurricane Mathew. These projects were successfully completed within the client's time frame and contract specifications. Following Hurricane Irma, Mr. Madio served as Florida's Regional Manager and was tasked to manage all Florida debris removal operations throughout the State. He and his team of Project Managers and Field Supervisors managed 64 successful debris management and waterway projects, helping to remove and dispose of over **11.8 MILLION CUBIC YARDS** of Hurricane Irma generated debris. Recently, Mr. Madio supervised and oversaw all of Hurricane Michael's debris management projects in Florida's Panhandle, where more than **15 MILLION CUBIC YARDS** have been removed and disposed. All the while, Don handled any challenges that the historic 2017 and 2018 Storm Season threw at him, transcending all client objectives. Mr. Madio is a graduate from the University of Florida. (NIMS Trained).

**Brian Smallwood – Regional Manager, LEED AP**

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort. Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw ALL 26 contract activations throughout the State of Texas. He and his team removed and disposed of approximately **4.7 MILLION CUBIC YARDS** of Debris. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris. Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)



Wilber Ledet – Senior Project Manager

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris. In 2018, Mr. Ledet's served as Senior Project Manager overseeing North Carolina Contracts following Hurricane Florence.



■ **Corporate Management Team / Top Level Management Personnel**

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

John Ramsay – Chief Executive Officer & President

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 45 years of experience in storm debris removal and reduction operations and management. Working all disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years. In non-emergencies, Mr. Ramsay is a well-respected member of the timber industry. His experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)



Ashley Ramsay-Naile – Senior Vice President and Chief Operating Officer

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Mrs. Ramsay-Naile was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. (NIMS Trained)



Margaret R. Wright, Ph.D. – Senior Documentation Director

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma** and over **86 Million for Hurricane Harvey**. (NIMS Trained)

**Raymond "Buddy" Young – Regional Director**

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

**Gary Jones – FEMA Specialist and Technical Assistance Manager**

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)

**Reid Loper – Vice President, LEED AP**

Mr. Loper previously worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Mr. Loper has estimated over \$200 million of work and completed over \$100 million in commercial construction. He graduated from Auburn University with a bachelor's degree in Aerospace Engineering where he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) for the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing several projects at once is Mr. Loper's strong point and the BP project consisted of simultaneously managing more than eight different major projects throughout the Alabama Gulf Coast for the BP Deep Horizon oil spill operation. These projects ranged from sand screening, dredging, hazardous waste handling and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$130 million in invoicing and total project cost.



In 2012 Mr. Loper took on the task as SPM to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. The work consisted of waterway, marine, and marsh debris removal, totaling in over 450,000 cubic yards of debris removed and 109 vessels recovered. The project was called "Unprecedented" by the DEP commissioner as the largest waterway debris removal operation and set new guidelines with the Federal Government on how marine debris and dredging operations are conducted. While in New Jersey, Mr. Loper also managed a flood prevention (Harding) project using HESCO barriers, for JP Morgan

Chase's national data center in Carlstadt, NJ. This project used temporary structures to effectively raise the building's relative flood plain. Towards the end of 2014 and his stay in New Jersey, Mr. Loper oversaw the removal of 6 massive derelict house boats in Southern New Jersey, which was funded under a NOAA Grant for coastal restoration and improvements. Mr. Loper is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. (NIMS Trained)

John Campbell – Regional Director

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Master's degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)



■ Disaster Administration Office Team

Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure.

Mrs. Ryals is a Licensed and Certified Alabama Emergency Manager; and serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)



Jeff Zemlik – Safety Manager

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety.

Mr. Zemlik holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)



Wesley Naile - Contracts Manager

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the disaster administration office, coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)

**Drew Sprinkle- Project Manager**

Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. He first worked with CrowderGulf in 2008 following Hurricane Ike on the Bolivar Peninsula in Texas as a field supervisor, and again during the BP Oil Spill in 2010 as a logistics supervisor. After receiving his degree from Auburn, he worked as an Account Manager for a third party logistics firm where he managed multiple high volume logistics accounts for customers in the construction and steel industries. Drew returned to the Debris Management industry as a Project Manager in 2017, when Hurricane Harvey struck the Texas coast. Mr. Sprinkle has served as a Project Manager on a wide variety of projects. In 2018, he supervised over 200 employees and used innovative techniques to remove over 4,000 tons of dead marine life in south Florida following a massive Red Tide fish kill. Following flooding in Horry County, SC caused by Hurricane Florence, he was the Project Manager for the South Carolina Department of Transportation and worked to remove flood debris from the 1,200 square mile county. Hurricane Michael hit the Florida Panhandle in the fall of 2018, and he served as the Project Manager for both the City of Parker and Lynn Haven, Florida. During this activation, Drew successfully directed the removal and disposal of over **1.2 MILLION CUBIC YARDS** of debris. When not actively working in the field, he is the area representative for CrowderGulf in Alabama, Mississippi, and the Florida panhandle. He is also tasked with technical writing and the organization of proposals. He holds certifications in OSHA 30, TWIC, and NIMS.

**Clayton Young – Senior Project Manager**

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011.

Mr. Young was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.

In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019, Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS)

Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range of individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

Howard Turner - Project Manager

Mr. Turner has a long career spanning over 2 decades experience in the debris management industry. He began his management career at Grind-all where he oversaw scheduling and operations of four grinders, three screens, mulch coloring plant, fifteen loaders, excavators, trucks, and miscellaneous equipment. He was also responsible for the operation of three dumping and grinding sites for preparation of mulch, topsoil and organic growing media. After Hurricane Isabel devastated the eastern portion of Virginia and the Carolina's in 2003, Mr. Turner utilized his experience in DMS and debris reduction management for CrowderGulf. Mr. Turner served as the Project Manager in Virginia Beach, Norfolk, Suffolk, Newport News, and the Counties of James City, Southampton, York, and Suffolk. He was responsible for all aspects of disaster debris collection, recordation, reduction, damage claims and client contact.



In 2004, Mr. Turner served as the Project Manager for Lee County, Cities of Ft. Meyers and Cape Coral, Sanibel and Captiva Islands, and Upper Captiva Island after Hurricane Charley and Frances damaged the area. He was responsible for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, site restoration and acting as the Liaison with the municipalities, the Corps of Engineers and FEMA. Then in 2011, Mr. Turner managed York County, VA after Hurricane Irene effected the area. Most recently, Mr. Turner managed the Hurricane Irma debris management operation for numerous clients in the center portion of Florida.

Amber Ramsay – Public/Community Relations and Marketing Manager

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)

**Gina Walley – Accounts Receivable Manager / Documentation Specialist**

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)

**Jenny Todd – Subcontractor Compliance Manager**

Ms. Todd manages subcontractors and develops and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)



Resumes will be provided upon request.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

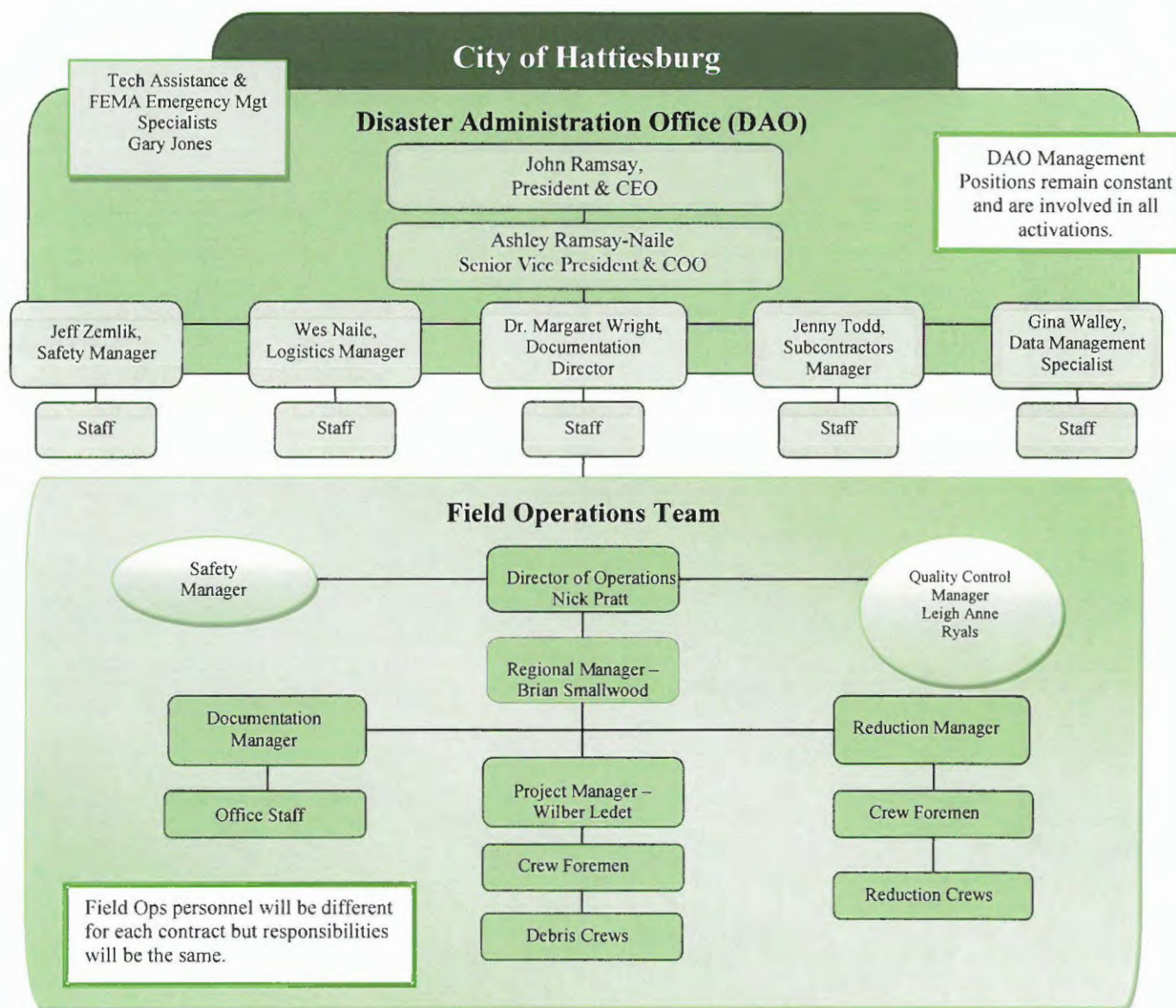
Personnel	Debris Management Skills	Personnel	Debris Management Skills
John Aaron Ramsay	Superintendent, Sub Contractor Crew Foreman	Andrew Sprinkle	Field Supervisor
Lyman M. Ramsay	Senior Project Manager	Tom Robinson	Field Supervisor
James Thompson	Foreman	Kelly Williamson	Subcontractor Accounts Payable Mgr, DAO
Ercil Goodwin, PLS	Professional Land Surveyor, Project Manager	Gabriel Rel	Field Supervisor
Hough Holton	Project Manager/Field Supervisor	Jim Rinehart	Field Supervisor
Mike Moulder	Project Coordinator	Donna Suters	Accounting, Documentation Management
Howard Turner	Project Manager/Field Supervisor	Jenny James	Accounting, Documentation Management
John Bush	Project Coordinator/Field Supervisor	Mary Turner	Logistics, Contract Management
Daryl Moulder	Field Supervisor	Desiree Matlack	Project Manager, Field Supervisor
Larry Hedgepath	Project Manager, Account Manager	Charles Clark	Field Supervisor
Kelly Pridgen	Project Manager, Account Manager	Ronald Thorson	Field Supervisor
Melinda Edwards	Executive Administrative Assistant	Kerrie Noll	RFP Coordinator

Additional Field Personnel

Personnel	Debris Management Skills	Personnel	Debris Management Skills
Jay Bender	Project Manager	Jan Leggett	Project Manager
Patrick Bernier	Project Manager	Lee Leggett	Project Manager
Anthony Bishop	Project Manager	Leigh Loper	Project Manager
James Brewer	Project Manager	Mark Loper	Project Manager
Isam Brisco	Project Manager	Matt Lucas	Project Manager
Jesus Carretie	Project Manager	Barry Lund	Project Manager
Vance DeHart	Project Manager	Desiree Matlack	Project Manager
Cliff Drinkwater	Project Manager	Lew Najor	Project Manager
Ronnie Duhon	Project Manager	Jim Poore	Project Manager
Ron Edge	Project Manager	Mark Powell	Project Manager
Dru Fontenot	Project Manager	Jim Ransom	Project Manager
Ken Francisco	Project Manager	Gabriel Rel	Project Manager
Kenny Fredriksen	Project Manager	Sam Roberts	Project Manager
Jim Frye	Project Manager	Tom Robinson	Project Manager
Ray Gill	Project Manager	Tim Smith	Project Manager
Eric Hall	Project Manager	Ron Thorson	Project Manager
LD Harris	Project Manager	Howard Turner	Project Manager
Roy Hayes	Project Manager	Joe Van Vactor	Project Manager
Dan Hayes	Project Manager	Freddy Willis	Project Manager
Joe Hayes	Project Manager	Mike Wimberly	Project Manager
Philip Hill	Project Manager	Mary Ann Wolfson	Project Manager
Barton Holmes	Project Manager	Marc Wolfson	Project Manager
Gene Hope	Project Manager	Charles Wright	Project Manager

Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



➤ Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continual professional development and completion of the independent study course

IS-00100 a
National Incident Management System (NIMS)
An Introduction

Issued this 24th day of March, 2011

Signature of John J. Sirchia
Deputy Assistant Secretary
Department of Homeland Security
Emergency Management Institute

EM-1001-100

IS-00100 - Intro to Incident Command Systems

John Ramsay	Desiree Matlack	Margaret Wright
Buddy Young	Don Madio	Mark Loper
John Campbell	Donna Suters Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Charles Clark	Lisa Baldwin	Wilber Ledet
Clayton Young		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals Linda Lucas

IS-00242 - Effective Communication

Reid Loper Mike Moulder
Leigh Anne Ryals

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Don Madio	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Donna Suters	Mike Moulder
Buddy Young	Don Madio	Mark Loper
John Campbell	Eric Hall	Nick Pratt
Ashley Ramsay	Gary Jones	Reid Loper
Amber Ramsay	Gina Walley	Ronald Thorson
Andrew Sprinkle	Jenny Todd	Vance DeHart
Barrett Holmes	Jeff Zemlik	Wes Naile
Brian Smallwood	Leigh Anne Ryals	Wilber Ledet
Clayton Young	Margaret Wright	

IS-00235 - Emergency Planning

Leigh Anne Ryals Linda Lucas

IS-00632 - Intro to Debris Opers in FEMA's Public Asst. Program

Reid Loper Donna Suters Mike Moulder
Leigh Anne Ryals

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Clayton Young	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Don Madio	Mike Moulder
Ashley Ramsay	Eric Hall	Nick Pratt
Amber Ramsay	Gary Jones	Reid Loper
Andrew Sprinkle	Gina Walley	Ronald Thorson
Barrett Holmes	Jenny Todd	Vance DeHart
Brian Smallwood	Jeff Zemlik	Wes Naile
Charles Clark	Leigh Anne Ryals	Wilber Ledet

IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

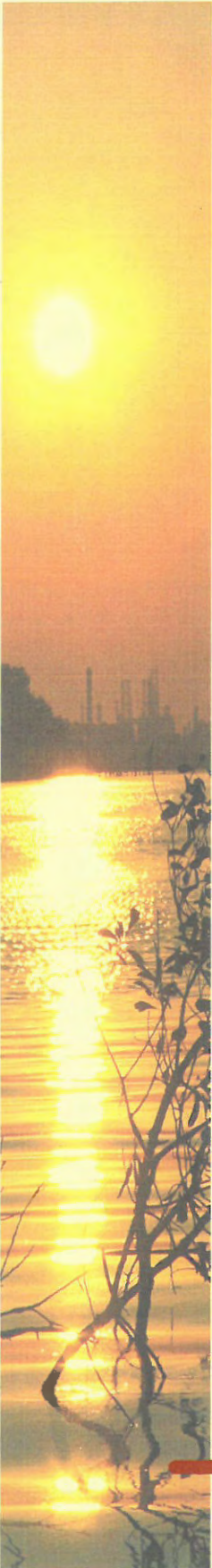
OSHA 30 Hour – Construction			Hazwoper – Hazardous Waste Operations and Emergency Response		
John Ramsay Buddy Young John Campbell Barrett Holmes Brian Smallwood Clayton Young Eric Hall Ronald Thorson Mike Moulder Mark Loper	Jeff Zemlik Lisa Baldwin Charles Clark Andrew Sprinkle Nick Pratt Reid Loper Vance DeHart Wes Naile Wilber Ledet		Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Ronnie Duhan Mark Loper Wilber Ledet Vance Dehart.	
OSHA Misc.			Watershed Management Training		
OSHA 10 Hour General industry	Brian Smallwood Jeff Zemlik		Brian Smallwood Jeff Zemlik Reid Loper	Brandi Snell Clayton Young Leigh Anne Ryals	
OSHA 500 – Train the trainer	Jeff Zemlik				
U.S.A.C.E. – Q.C.M (Construction Quality Management)			T.W.I.C. Card		
Brian Smallwood Jason Zirlott Jeff Zemlik Reid Loper Don Madio	John Campbell Leigh Anne Ryals Margaret Wright Nick Pratt Barret Holmes Clayton Young		Reid Loper Jeff Zemlik Wilber Ledet	Brian Smallwood Nick Pratt Drew Sprinkle	
First Aid/CPR			Misc. Training		
Buddy Young Clayton Young John Campbell Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Brian Smallwood Clayton Young Donna Suters Margaret Wright Mark Loper Mike Moulder Nick Pratt	Desiree Matlack Eric Hall Reid Loper Vance DeHart Gary Jones Gina Walley Jenny Todd Jeff Zemlik Leigh Anne Ryals Charles Clark Ronald Thorson	 Wes Naile Wilber Ledet	Asbestos Supervisor Asbestos Inspector USACE 385-1-1 40 hour	Jeff Zemlik Jeff Zemlik Jeff Zemlik	 

Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2004. Additional information and resumes can be provided upon request.

Key Personnel Past Storm Experience	2004			2005			2006		2008		2009		2010		2011			2012		2013	2014			2015	2016				2017		2018		
	Hurricane Ivan	Hurricane Jeanne	Hurricane Dennis	Hurricane Katrina	Hurricane Rita	Hurricane Wilma	Ice Storm	TS Emeito	Hurricane Gustav	Hurricane Ike	Ice Storm	TS Ida	BP Oil Spill	Hurricane Earl	Hurricane Irene	Tomado	Hurricane Isaac	Hurricane Sandy	TS Debbie	Blizzard Nemo	Ice Storm Pax	Ice Storm Ulysses	Severe Storms & Flooding	Ice Storm	TX Severe Storms	LA Severe Storms	Hurricane Hermine	Hurricane Matthew	Hurricane Harvey	Hurricane Irma	Hurricane Florence	Hurricane Michael	
John Ramsay, Pres & CEO**	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Raymond “Buddy” Young, Regional Director	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Ashley Ramsay-Naile, Senior VP & COO	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Margaret Wright, Ph.D, Documentation Director	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
John Campbell, Regional Dir.						✓			✓						✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	
Gary Jones, FEMA Specialist **													✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	
Brian Smallwood, Regional Mgr															✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Reid Loper, Vice President													✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Wesley Naile, Contracts Mgr	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nick Pratt, Dir. of Operations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Barrett Holmes, Regional Mgr **													✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Wilber Ledet, Project Manager										✓			✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Howard Turner, Project Manager		×				×				×					×												✓	✓	✓	✓	✓	✓	✓
Don Madio, Regional Mgr**			×					×	×	×	×	✓		×	×	✓	×	×	×						✓		×	×	✓			✓	✓
Leigh Anne Ryals, FEMA Specialist**	×		×	×					×	×					✓	✓	✓	✓	✓		✓			✓	✓				✓				✓
Clayton Young, Sr Project Mgr.													✓		✓	✓	✓	✓	✓		✓		✓						✓	✓	✓	✓	
Jeff Zemlik, Safety Mgr.													✓		✓	✓	✓	✓	✓										✓	✓	✓	✓	
Andrew Sprinkle, Proj. Mgr.									✓				✓					✓	✓										✓	✓	✓	✓	✓
Amber Ramsay, Public & Com. Relations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gina Walley, Accounts Receivable Mgr.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jenny Todd, Subcontracts Mgr.			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

** These employee's have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies



DEBRIS MANAGEMENT & RESPONSE

DEBRIS MANAGEMENT AND RESPONSE

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Hattiesburg. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24-48 hours of NTP and we will be fully operational and hauling debris within 48 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City of Hattiesburg. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training City of Hattiesburg personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Hattiesburg will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Hattiesburg needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our Website @ www.crowdergulf.com for more information and watch our Videos Online.



Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan** is a flexible strategy that integrates **Critical Operations and Essential Support Functions** to insure the most efficient and cost effective debris management for the City of Hattiesburg. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations (action items that are set in motion by an event)

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions (support functions for Critical Operations)

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



The **Debris Operations Plan** was developed with only one objective – to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible. The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations**, - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➤ Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Hattiesburg. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.



The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City of Hattiesburg's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.



Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 72-96 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.



Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines



CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

Operational Support

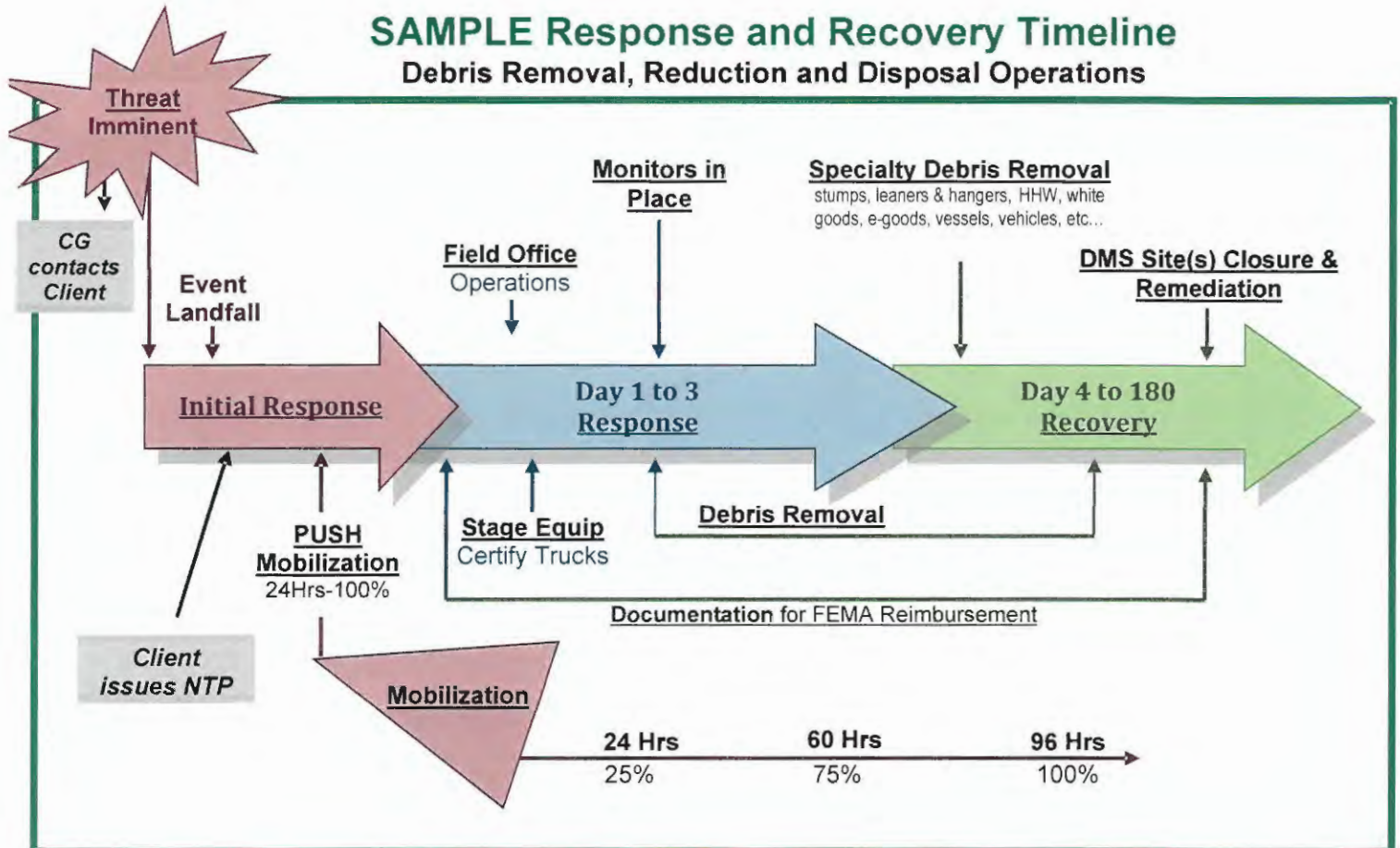
CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. In most post-disaster situations, CrowderGulf has been able to meet these obligations. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

- Contacting the City's Emergency Operations Manager 72 hours prior to a predicted disaster event.
- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP

SAMPLE Response and Recovery Timeline Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

➤ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate lifesaving actions within the disaster area and/or pose an immediate threat to public health and safety.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. These "clearing crews" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.



➤ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Hattiesburg.

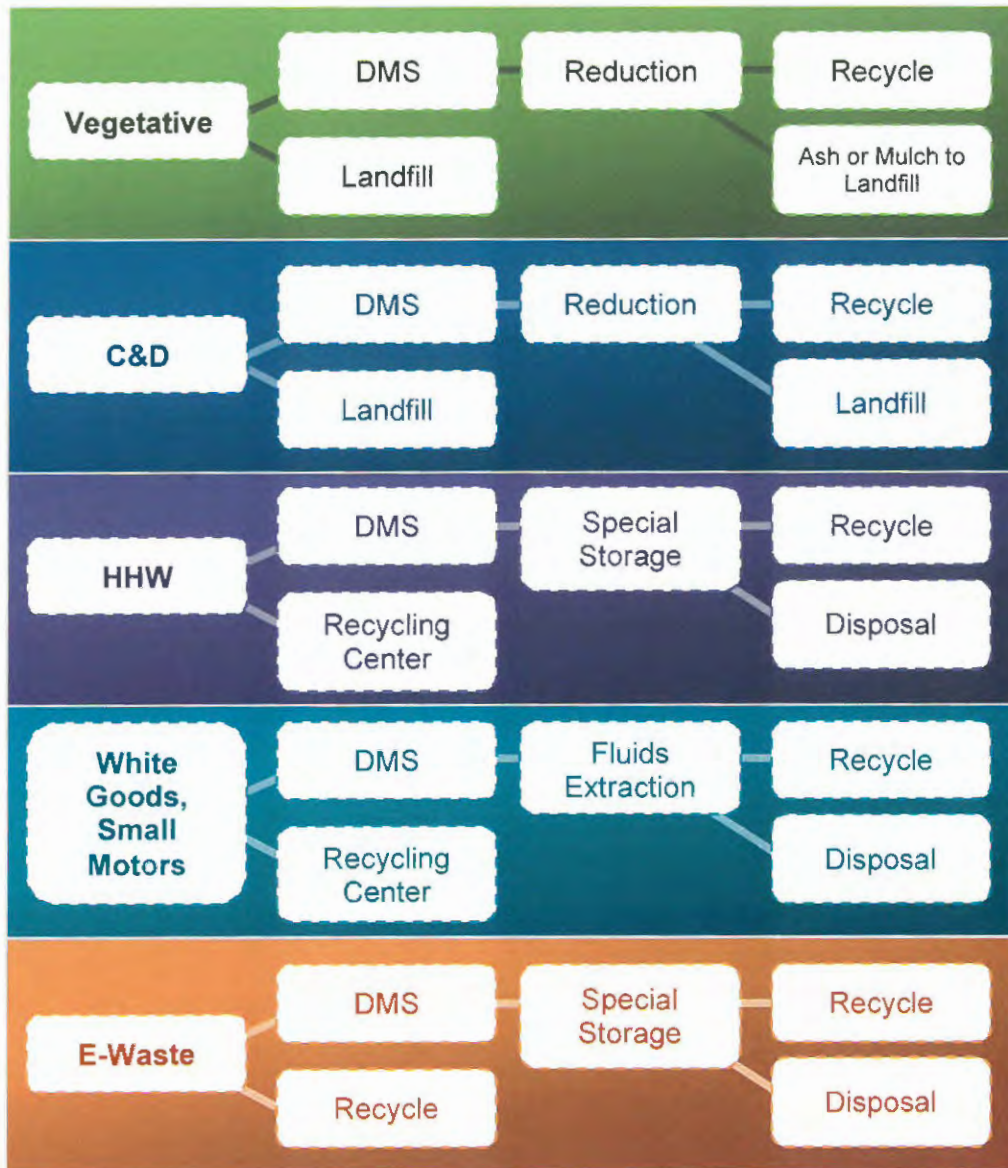
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

The City of Hattiesburg will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the [Documentation and Reimbursement](#) Section of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Hattiesburg in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean As You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.

Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles.

These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air compressors
- Welding equipment
- Boom cranes
- Tommy-gates
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts



Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Several sets of various size tires
- Large air compressors
- Welders
- Lift gates
- Hoses
- Fittings
- Hydraulic lines
- Hydraulic hose crimping machines
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts



Mobile Repair Shop

CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.



Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower. The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. *Safety is critical throughout all operations and is discussed later within this Debris Operations Plan.*

Truck and Equipment Maintenance

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Hattiesburg to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the [*Documentation and Reimbursement section of this proposal*](#).

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line.

Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."

Citizen, High Island, TX

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms "**Temporary Debris Separation and Reduction Site**" and the term "**Debris Management Site**" (DMS) are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City of Hattiesburg to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

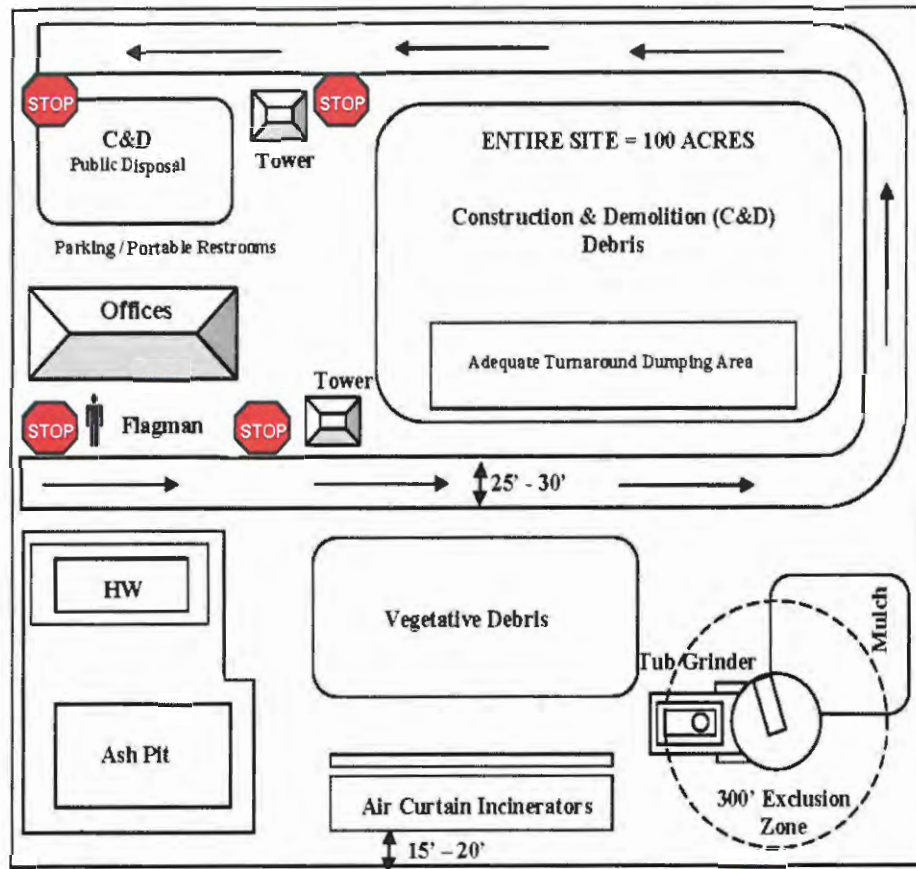
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Hattiesburg, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

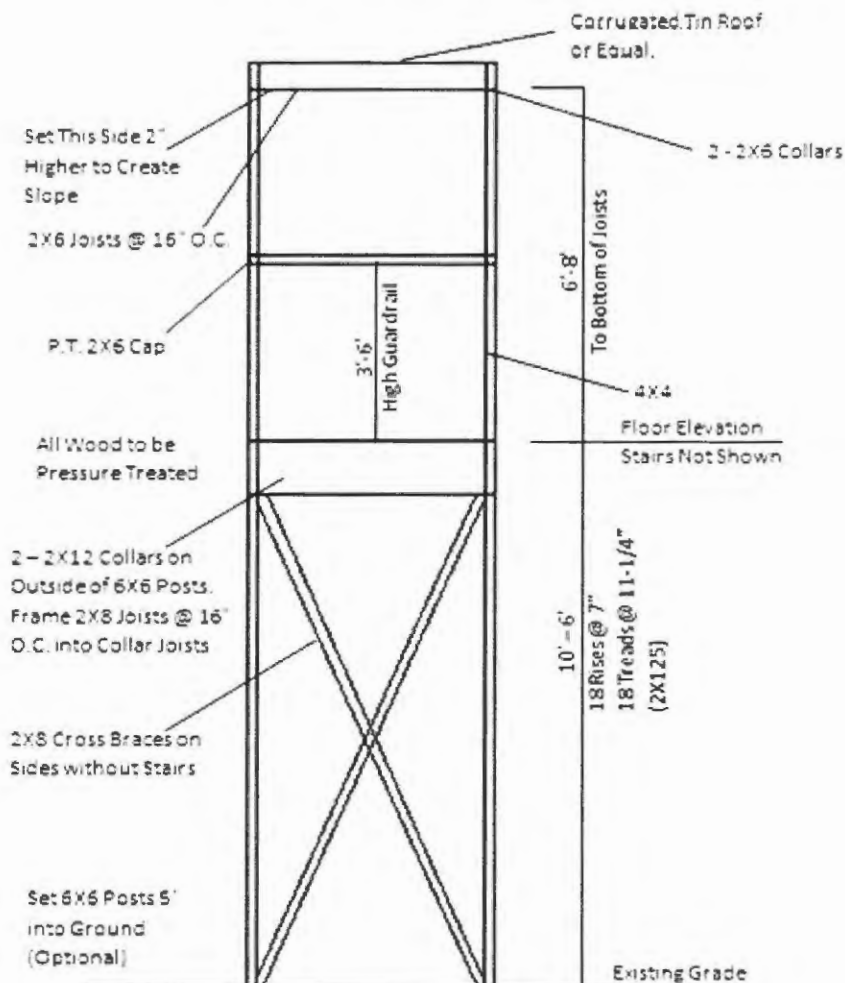


Inspection Towers

At no cost to the City of Hattiesburg, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

Inspection Tower

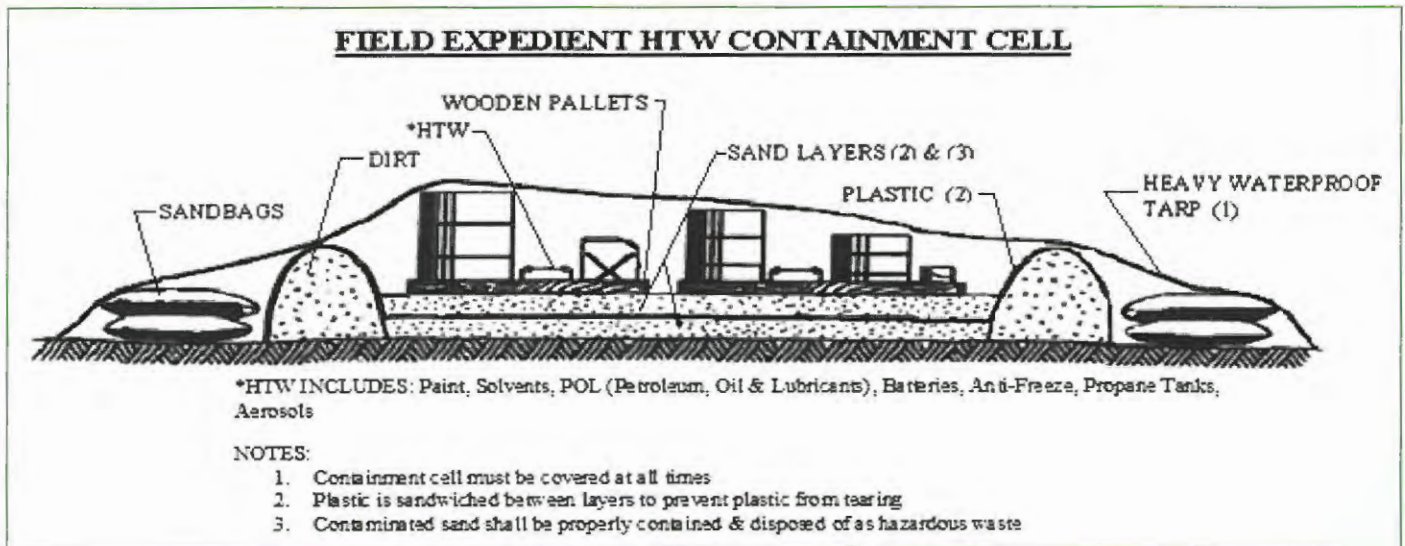


Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cove
- Rain and snow cover for the entire area



Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste



Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

• Chipping and Grinding

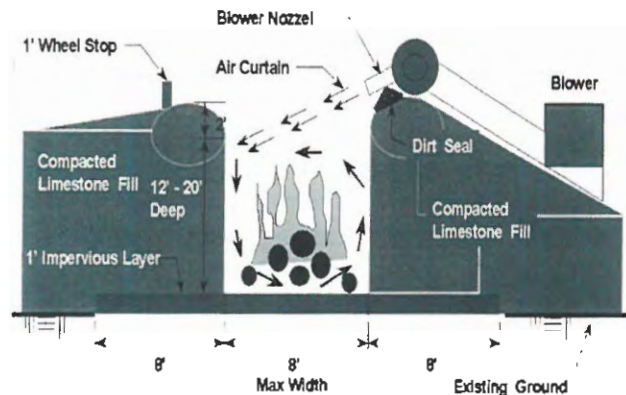
The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel.

CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

• Incineration

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety, concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within

Air Curtain Pit Burner

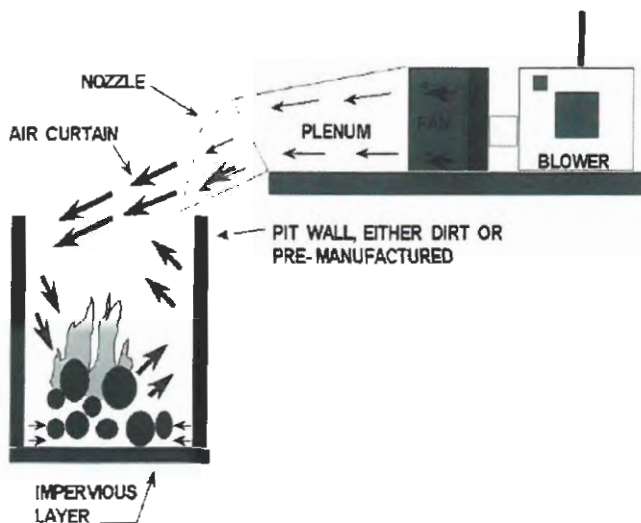


and around the reduction sites not only for the public safety

but also for the safety of the debris operations. A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent

explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf

Overview of an Air Curtain Operation



Environmental Protection Plan address and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE	
TASK	TIME FRAME (from NTP)
Conduct requirements assessment of damaged area for DMS	Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility	Within 48 hrs
Construct observation platform per FEMA requirements	Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs
Ensure Hazardous Waste Plan in place	Within 48 hrs
If burning is permitted, begin construction of burn pits	Within 48 hrs
Complete installation of burners	Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs
Set up grinders/chippers	Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & City Rep	Daily
Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site upon project completion to City's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

Basic Debris Reduction Crews		
Personnel / Equipment	Task Responsibility	Number per Crew
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; <i>Ensure all safety regulations enforced</i>	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman (<i>if burning</i>)	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Hattiesburg in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of the City of Hattiesburg, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Hattiesburg.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at a pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➤ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

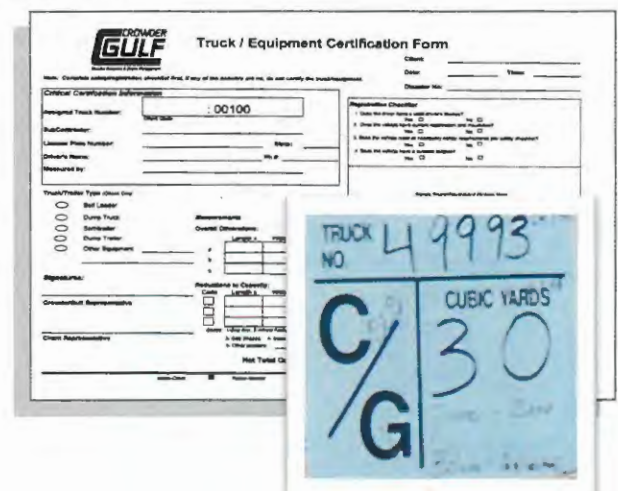
Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.



The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes fields for 'Original Truck Number' (00100), 'Subcontractor', 'License Plate Number', 'Driver's Name', and 'Inspected by'. It also has a 'Registration Checklist' with four items to be checked. Below the form is a blue truck tag with 'TRUCK NO 49993' and 'CUBIC YARDS 30'. The tag also features the CrowderGulf logo (C/G) and the name 'CROWDERGULF'.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage



Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

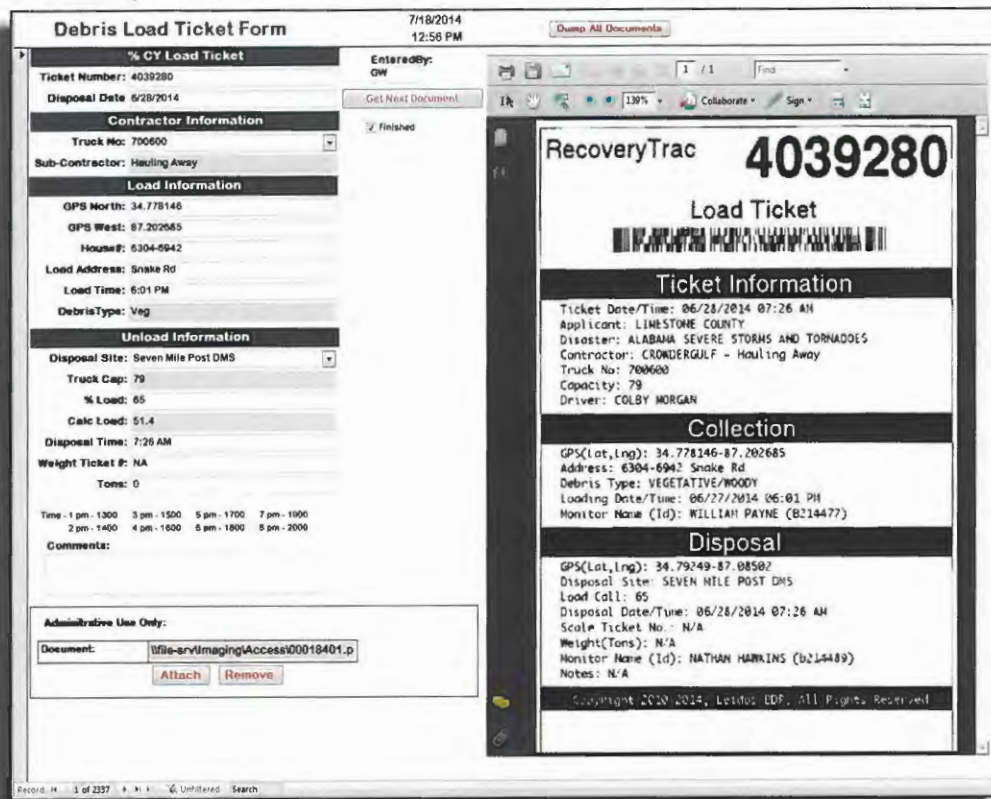
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



The screenshot displays the CrowderGulf database interface. On the left, the 'Debris Load Ticket Form' is visible, containing fields for Ticket Number (4039280), Disposal Date (6/28/2014), Contractor Information (Truck No: 700600, Sub-Contractor: Hauling Away), Load Information (GPS North: 34.778146, GPS West: 87.202685, House#: 6304-6942, Load Address: Snake Rd, Load Time: 6:01 PM, Debris Type: Veg), Unload Information (Disposal Site: Seven Mile Post DMS, Truck Cap: 79, % Load: 65, Calc Load: 51.4, Disposal Time: 7:26 AM, Weight Ticket #: NA, Tons: 0), and Administrative Use Only (Document: lf16-srvImagingAccess00018401.p). On the right, a 'RecoveryTrac 4039280 Load Ticket' document is shown, featuring a barcode and sections for Ticket Information (Ticket Date/Time: 06/28/2014 07:26 AM, Applicant: LIMESTONE COUNTY, Disaster: ALABAMA SEVERE STORMS AND TORNADES, Contractor: CROWDERGULF - Hauling Away, Truck No: 700600, Capacity: 79, Driver: COLBY MORGAN), Collection (GPS(Lat,Long): 34.778146-87.202685, Address: 6304-6942 Snake Rd, Debris Type: VEGETATIVE/WOODY, Loading Date/Time: 06/27/2014 06:01 PM, Monitor Name (Id): WILLIAM PAYNE (B214477)), and Disposal (GPS(Lat,Long): 34.79249-87.08502, Disposal Site: SEVEN MILE POST DMS, Load Call: 65, Disposal Date/Time: 06/28/2014 07:26 AM, Scale Ticket No.: N/A, Weight(Tons): N/A, Monitor Name (Id): NATHAN HARRINS (b214489), Notes: N/A). The document also includes a copyright notice: Copyright 2010-2014, Laidlaw LDF, All Rights Reserved.

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

DATE	Ticket #	Debris Type	Delivered To	Truck #	Capacity	% Load	LOAD (CY)
9/6/2011	8104108	C&D	Stump/Point	033884	49.00	55	26.95
9/6/2011	8104109	C&D	Stump/Point	033884	49.00	60	29.40
9/6/2011	8104274	Vegetative	Stump/Point	033875	72.00	66	46.80
9/6/2011	8104275	Vegetative	Stump/Point	033876	59.00	66	38.95
9/6/2011	8104276	Vegetative	Stump/Point	033879	58.00	70	40.60
9/6/2011	8104277	Vegetative	Stump/Point	033880	49.00	70	34.30
9/6/2011	8104278	C&D	Stump/Point	033877	53.00	70	37.10
9/6/2011	8104279	Vegetative	Stump/Point	033878	49.00	70	34.30
9/6/2011	8104280	Vegetative	Stump/Point	033877	53.00	70	37.10
9/6/2011	8104281	Vegetative	Stump/Point	033878	49.00	70	34.30
9/6/2011	8104282	Vegetative	Stump/Point	033877	53.00	70	37.10
9/6/2011	8104283	Vegetative	Stump/Point	033878	49.00	70	34.30
9/6/2011	8104284	Vegetative	Stump/Point	033877	53.00	70	37.10
9/6/2011	8104285	Vegetative	Stump/Point	033878	49.00	70	34.30
9/6/2011	8104286	C&D	Stump/Point	033878	49.00	66	31.86
9/6/2011	8104287	C&D	Stump/Point	033877	53.00	55	29.15
9/6/2011	8104625	C&D	Stump/Point	033883	50.00	86	42.50
9/6/2011	8104626	C&D	Stump/Point	033884	49.00	86	41.65
9/6/2011	8104627	C&D	Stump/Point	033883	50.00	75	37.50
9/6/2011	8104628	C&D	Stump/Point	033884	49.00	80	39.20
9/6/2011	8104629	C&D	Stump/Point	033883	50.00	80	40.00
9/6/2011	8104630	C&D	Stump/Point	033884	49.00	80	39.20
9/6/2011	8104631	Vegetative	Stump/Point	033883	50.00	70	35.00
9/6/2011	8104632	Vegetative	Stump/Point	033884	49.00	66	31.86

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Mississippi Department of Environmental Quality
- Mississippi State Department of Health
- Mississippi Department of Transportation

ESSENTIAL SUPPORT FUNCTIONS

➤ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions

- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

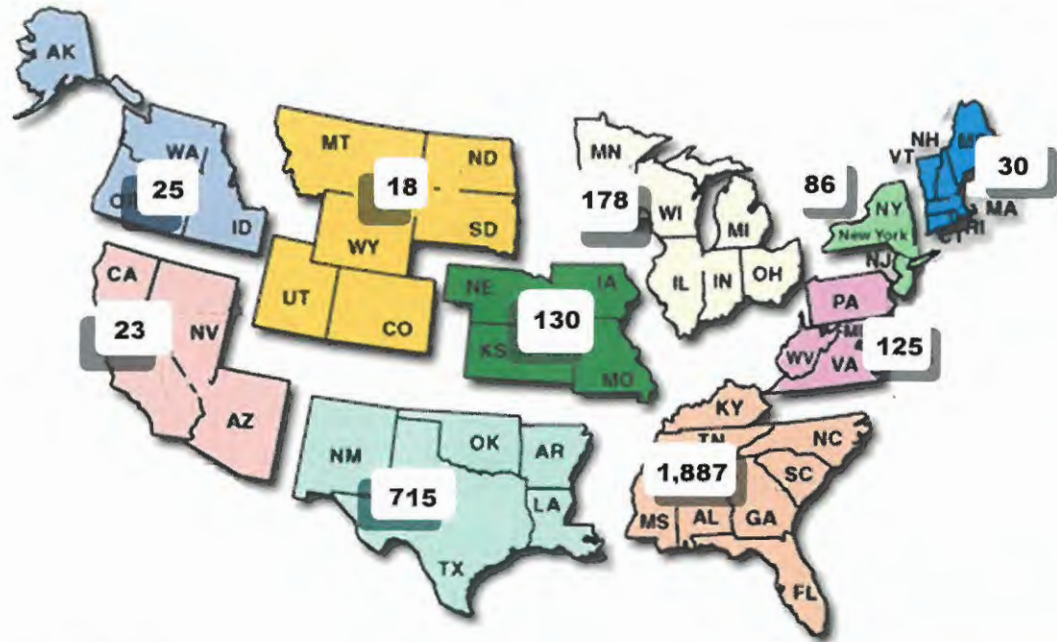
CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➤ **Subcontracting**

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
7. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
8. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
9. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

“CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match.”

*Mark Claypoole
Gotus Trucking, LLC*

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - *The **System for Award Management (SAM)** is a **Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor(<https://www.sam.gov/>)*
 - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
 - *Dun and Bradstreet, (<https://sso.dnbi.com>)*

- b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
 - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

"CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for...there is not a project or request by CrowderGulf we would ever turn down."

Steve St. George
President
St. George Enterprises, Inc

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA SuperCircular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

Potential 2019 Regional MS Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/ HUB/VET/ SDB
7H Enterprises	3114 Hwy 84 East	Laurel	MS	39441	1	
A & C Industrial, Inc.	P.O. Box 507	Long Beach	MS	39560	1	1
AC's Vacuum Services, LLC	1372 Rocky Hill Dedeaux Rd	Kiln	MS	39556		1
Agmyns General Maint	102 Ruby Dr.	Gulfport	MS	39503		1
Alter Metal Recycling	619 E. 6th St	Hattiesburg	MS	39401		
Amco Construction	6128 Savannah Millard Rd	Poplarville	MS	39470	1	
Anointed Hands Services, LLC	P.O. Box 853	Hattiesburg	MS	39401	1	4
At Your Service	25824 Setuna Rd	Lucedale	MS	39452	1	1
B & C Land Services, LLC	P.O. 370	Kiln	MS	39556	1	
B & D Contracting	1308 Pass Rd	Gulfport	MS	39501		
B & F Distributors LLC	3203 Fernway Dr	Hattiesburg	MS	39401	1	3
Barnes Catastrophic Contractor LLC	10408 Hwy 603	Bay St. Louis	MS	39520	1	2
Bayou Caddy Trucking, Inc.	P. O. Box 44	Lakeshore	MS	39558		
BD Stephenson Trucking	20392 Fenton Dedeaux US Rd	Kiln	MS	39556	1	2
BH Specialized Hauling	not listed	Pass Christian	MS	39571	1	
Blackwood Management Service, LLC.	PO Box 661	Gulfport	MS	39502	1	
Bobcat Tree Work	25412 Elmer Ladner Rd	Pass Christian	MS	39571	1	
Breland Trucking, LLC.		Gulfport	MS	39503	1	
Carlisle Enterprises	10790 Plummer Cr	Gulfport	MS	39503	1	
Class A Enterprises, LLC.	6 Day Dream DR	Carriere	MS	39426	1	3
Coastal Relief Services	448 Ulman Ave	Bay St. Louis	MS	39520	1	
Comett Bolt & Screw Inc	1755 28th st	Gulfport	MS	39501		1
Dayon Tree Service, Inc	389 Lynn Ray Rd	Petal	MS	39465		1
Design Precast Inc.	P.O. Box 2401	Gulfport	MS	39505		
Durance Farms	27249 Hwy 53	Saucier	MS	39574		
E3 Response (Enhanced Environmental Emergency Services)	7991 Hwy 90	Moss Point	MS	39562		
Enhanced Environmental & Emergency Services	7991 Hwy 90	Moss Point	MS	39582	1	
F & S Land Clearing	P.O. Box 96	McHenry	MS	39561	1	
Fayard & Sons LLC. Waste Services	12493 Short Cut Rd	Biloxi	MS	39532		
Glenn Crane & Rigging	8100 Hwy 57	Ocean Springs	MS	39564		
Golden Roc, Ilc	154 Azalea Dr	Biloxi	MS	39530	1	
Granny's Alliance Holdings, Inc.	105 Fernwood	Pass Christian	MS	39571	1	1

Potential 2019 Regional MS Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/ HUB/VET/ SDB
Greater Gulf Development	4263 Poppas Ferry Rd	D'Iberville	MS	39540		
Gulf South Residential, LLC.	13399 John Lee Rd	Biloxi	MS	39532	1	
H & H Enterprises, LLC	P.O. Box 2759	Gulfport	MS	39503	1	1
Hammerhead Construction Specialist, LLC.	9512 Jean St.	Vancleave	MS	39565	1	
High Performance Solutions	Building 1100, Room 11139	Stennis Space Center	MS	39529	1	1
HRL Contractors, Inc.	311 Acorn Ln	Picayune	MS	39466	1	2
Industrial Environmental Management	P.O. Box 936	Poplarville	MS	39470	1	1
Irby Brothers	P.O. Box 7334	D'Iberville	MS	39540		
Jay 37 Construction, LLC	3301 prescott Dr	Moss Point	MS	39562		1
JCM Timber Co.	73 Addie Byrd Rd	Lumberton	MS	39455		1
JE Talley Contracting Inc.	1711 Prospect Ave	Pascagoula	MS	39567		2
Jessie Cuevas	5355 Courtney Ave	Pass Christian	MS	39571	1	
Johnson's Tree Care, LLC	7375 Rushing Robinson Rd	Biloxi	MS	39532	1	
Jordan Construction Inc.	13008 Little Bluff Place	Vancleave	MS	39565		2
K. Adams Construction, LLC	244 Debuys Rd	Biloxi	MS	39531	1	1
K. R. Barries Construction Co.	3300 Oak St.	Gautier	MS	39553	1	
K.R. Borries Construction Company	3300 Oak Street	Gautier	MS	39553	1	
KP & Associates, LLC	10080 Hwy 492 E	Union	MS	39365	1	
L & L Construction Services, LLC	6034 C C Rd	Kiln	MS	39556		1
Larry Gerard Inc.	13772 Wolf River Rd	Gulfport	MS	39503	1	
LawnWorks, LLC	101 Linnett DR	Ocean Springs	MS	39564	1	1
Lil AL's Tree Service	2651 Neely Avera Rd	Neely	MS	39451	1	
LJ Construction, Inc.	11226 Dobson Rd	Gulfport	MS	39503		1
Lumberton Rock & Gravel Co, LLC	365 W Seneca Rd	Lumberton	MS	39455		1
M&K Property Maintenance (fka Langfitt Construction)	7405 Old Fort Bayou Rd.	Ocean Springs	MS	3964	1	
Magnolia Land Contractors, LLC	9221 Woolmarket Rd., #16	Biloxi	MS	39532		
Malone Design & Contracting, LLC	104 Fox Run Dr	Hattiesburg	MS	39402	1	
Marshall Williams Enterprises, LLC.	19194 Marshall Rd	Biloxi	MS	39532		
Mathis Trucking	263 Fish Pond Rd	Lucedale	MS	39452		
Mitchell Marine, LLC	6532 St. Martin Street	Biloxi	MS	39562	1	2
MPC Services, LLC	318 Eastview Drive	Biloxi	MS	39531	1	1
P5 Tractor Works	19640 B. Saucier Rd.	Saucier	MS	39574	1	
Patterson Land Management	106 Walters Rd	Ellisville	MS	39437	1	
Perfect Choice Services, LLC.	245 Peters Rd.	Poplarville	MS	39470	1	1
Perkins Electric, Inc.	4286 Poppas Ferry Rd.	D'Iberville	MS	39540	1	
Pillet Contracting, LLC	11059 Lamey Bridge Rd	Diberville	MS	39540	1	1
Relaxing Homes, LLC	12232 Sunshine Ln	Gulfport	MS	39503	1	
RLO Grace Corp.	2412 Chicot St.	Pascagoula	MS	39581		
Rounsaville Trucking	P.O. Box 596	Leakesville	MS	39451	1	
Rufus Young	177 Salem Campground Rd	Lucedale	MS	39452		
S & M and Associates, Inc.	1126 Jackson Ave, Ste 308-C	Pascagoula	MS	39567	1	1
S Hutchinson Construction	18353 Sky Ln	Saucier	MS	39574	1	
Santa Rosa Tree and Lawn Care Inc.	15 Joe Bennett Rd	Picanyune	MS	39466		1
Savard Marine Labor Services	2315 Pass Rd	Gulfport	MS	39501	1	1
SGC Enterprise, Inc	14444 Oneal Rd	Gulfport	MS	39503		1
Shane Langfitt Construction Co., Inc.	13606 Seaman Rd	Vancleave	MS	39565	1	
Shane Morgan	18014 Rd 228	Saucier	MS	39574	1	
South Beach Palm Trees, LLC.	215 Jeff Davis Ave	Waveland	MS	39576	1	
Stallings Construction, LLC	3388 HWY 145S	Waynesboro	MS	39367	1	
Strayham Construction	9532 Leno Rd	Biloxi	MS	39532	1	
T & D Excavating	24060 Rd 429	Saucier	MS	39574	1	
T. H. E Construction	2935 HWY 13 N	Columbia	MS	39429		
Traweek Tree & Landscaping, LLC	3542 Hwy 26	Wiggins	MS	39577		2
Trinity Trucking	65 C.T. Price Ln	Bassfield	MS	39421	1	
Vision Tours, LLC.	5690 Gulf Tech DR	Ocean Springs	MS	39564	1	1
W. G. Yates & Sons Construction Company	115 Main St	Biloxi	MS	39530		
W. Pitts Trucking	16236 Hwy 26 West	Lucedale	MS	39452	1	1
Walley Forestry Consultants	P.O. Box 621	Ellisville	MS	39437	1	
Young's Trucking	104 Fox Run Dr	Hattiesburg	MS	39402	1	1

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction.

“Clean As You Go”

This concept is the centerpiece of our Quality Control Plan. **“Clean As You Go”** is a simple concept that is defined as doing the best job possible the first time to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that **all** the debris will be removed on every pass, regardless of the number of passes required by the City. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority.

CrowderGulf was the debris contractor that first coined the term **“CLEAN AS YOU GO”**, over 14 years ago. Recently, the term has been used by other contractors and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.

Inspections

To assure the quality and timeliness of work, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). This arrangement limits the respective spans of control to appropriate levels and has proven to facilitate optimum performance.

Security

CrowderGulf will restrict general access to its DMS operations to essential company and City personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks.

Maintenance

CrowderGulf follows manufacturer's maintenance recommendations on all of its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract with CrowderGulf.

Knowledge and Training

CrowderGulf's Quality Control Manager will conduct briefings and de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel on an on-going basis. CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

➤ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and wellbeing of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 739,881 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients. CrowderGulf employs a full time safety manager and maintains an up to date, all inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment. CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process. These factors have allowed us to perform above average in regards to our safety record.

<i>Year</i>	<i>Hours Worked</i>	<i>OSHA Recordable</i>	<i>Days Away From Work Cases</i>	<i>R.I.F Rate (Recordable Incident Frequency)</i>	<i>D.a.r.t. Rate (Days Away, Restrictions, or Transfers)</i>
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0

As of June 1, 2019 CrowderGulf has completed the last 3,010 days of work recordable free.

We have included our most current OSHA Form 300A – Summary of Work-Related Injuries and Illnesses as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

Year: 2018

Form approved OMB no. 1218-0178

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of... (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Facility Information:

Establishment name: CrowderGulf
Street 5435 Business Parkway
City Theodore
State AL

Industry description:

Standard Industrial Classification (SIC)
if known 238900

Employment Information

(If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)

Annual average number of employees 54
Total hours worked by all employees last year 174,822

Sign here

Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] SAFETY manager
Company email 509-9422
Phone 215/2019
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable them to perform their work in a safe manner.
- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.

- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➤ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.



Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Mississippi Department of Environmental Quality
- Mississippi Department of Health
- Mississippi Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act

- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.



Gov. Christie complimenting Operations Mgr, Buddy Young, for CrowderGulf's waterway work in NJ after Hurricane Sandy.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Hattiesburg website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.



REFERENCES

REFERENCES

1. **Client:** Baldwin County, AL **Population:** 212,628
Address: 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567
Contact: Joey Nunnally, Pre-Construction Manager, Public Works, 251-972-8557, jnunnally@baldwincountyal.gov
Project Title: **2014 Severe Storms, Flooding & Tornadoes (5/2014)**
 - Removed & Disposed: vegetation**2010 BP Oil Spill (5/2010-7/2010)**
 - Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County**2005 Hurricane Katrina (9/2005-3/2006)**
 - Removed & Disposed: vegetation, C&D, concrete, reduced by grinding**2005 Hurricane Dennis (7/2005-8/2005)**
 - Removed & Disposed: vegetation, C&D, concrete, reduced by grinding**2004 Hurricane Ivan (9/2004-4/2005)**
 - Removed & Disposed: vegetation, concrete, stumps
 - Reduced by burning

Contract Value:	CY Recovered & Reduced:
Severe Storms \$12,897	1,066
BP Oil \$4,280,107	Lump Sum
Katrina \$3,748,310	309,998
Dennis \$564,552	44,563
Ivan \$33,164,762	1,967,622

2. **Client:** Town of Dauphin Island, AL **Population:** 1,269 / Mobile County
Address: 1011 Bienville Blvd, Dauphin Island, AL 36528
Contact: Wanda Sandagger, Administrative Assistant, 251-861-5525, wsandagger@townofdauphinisland.org
Jeff Collier, Mayor, 251-861-5525, jcollier@townofdauphinisland.org
Project Title: **2017 Hurricane Nate (10/08/2017-04/03/2018)**
 - Clearing Sand from roadways**2017 Tropical Storm Cindy (06/27/2017-06/29/2017)**
 - Sand Clearance from Roadways**2012 Hurricane Isaac (8/2012-1/2013)**
2010 BP Oil Spill Cleanup (6/2010-7/2010)
2009 Tropical Storm Ida (11/2009-4/2010)
2008 Hurricane Ike (9/2008-3/2009)
2008 Hurricane Gustav (9/2008-9/2008)
 - PUSH
 - Removed & Disposed: (ROW ROE & FHWA) sand for screening & returned to beach
 - Dredge Sand from the canal and screened
 - Repaired streets in different locations
 - Built an additional sand berm for protection per BP Grant
 - Planted Sea Oats

Contract Value:	CY Recovered & Reduced:
Nate \$1,524,505	108,499
TS Cindy \$6,540	Hourly
Isaac \$2,148,460	672,783
BP \$2,235,000	3 Miles of Beaches
TS Ida \$922,471	77,127
Ike \$3,245,527	210,520
Gustav \$53,313	Hourly

3. **Client:** Lee County, FL **POP:** 739,224
Address: 10500 Buckingham Rd, Fort Myers, FL 33905
Contact: **Jesse Lavender**, Parks and Recreation Director 239-357-5964, jlavender@leegov.com
Jason Fournier, Public Utilities Mgr Cell: 239-229-5733, Ofc: 239-533-8000, jfournier@leegov.com
Jim Bjostad, Public Safety Em. Manager, Cell: 239-476-2147, Ofc: 239-533-0617, jbjostad@leegov.com
Old Contact - Mr. Lindsey Sampson, Solid Waste Director, 239-533-8000, LSampson@leegov.com
- Project Title:** **2017 Hurricane Irma** (9/19/2017 – 01/14/2018)
 - Removed & Disposed: vegetation, C&D, Mulch, leaner/hangers (68,195 trees)
 - Reduce by grinding (13 sites)**2005 Hurricane Wilma** (10/2005-12/2005)
 - Removed & Disposed: vegetation, C&D, stumps (114)
 - Reduced by grinding
 - Special Projects: Debris Removal, Division of Natural Resources, (05/06-06/06) removed waterway debris**2004 Hurricane Jeanne** (8/2004-12/2004)
2004 Hurricane Charley
 - Removed & Disposed: vegetation, C&D, stumps
 - Reduced by grinding & burning

Contract Value:	CY Recovered & Reduced:
Irma \$26,000,276	2,024,742
Wilma \$7,995,412	451,948
Jeanne/Charley \$14,000,000	902,555
4. **Client:** City of Panama City, FL **POP:** 36,986 / Bay County
Address: 9 Harrison Ave, Panama City, FL 32402
Contact: **Ken Hammonds**, (now **Jeff Brown** – Interim) City Manager, 850-872-3010, jbrown@pcgov.org
Project Title: **2018 Hurricane Michael** (10/2018-Ongoing)
 - Removed & Disposed: vegetation, C&D**2004 Hurricane Ivan** (9/2004-10/2004)
 - Removed & Disposed: vegetation, C&D, stumps (12)
 - Reduced by burning
 - Provided generators**1995 Hurricane Opal**
 - Removed & Disposed: vegetation, C&D
 - Reduced by grinding

Contract Value:	CY Recovered & Reduced:
Michael \$52,168,000+	2,940,000+
Ivan \$264,161	22,165
Opal \$2,000,000	300,000
5. **Client:** Liberty County, GA **Population:** 61,386
Address: 100 Liberty Street, Hinesville, GA 31313
Contact: **Mike Hodges**, Emergency Management Director, 912-368-2201, mike.hodges@libertycountyga.com
Project Title: **2016 Hurricane Matthew** (10/2016 – 01/2017)
 - Removed & Disposed: vegetation, C&D, Stumps
 - Removed Leaners / Hangers
 - Managed 2 DMS facilities
 - Reduced by air curtain incineration burn

Contract Value:	CY Recovered & Reduced:
Matthew \$1,736,692	183,194



P.O. Box 13425 Mexico Beach, Florida 32410
Phone: (850) 648-5700 Fax: (850) 648-8766

May 22, 2019

To Whom It May Concern:

CrowderGulf was tasked by the City of Mexico Beach to dredge the canals after Hurricane Michael. The City knew going into the project that there was going to be a lot of unforeseen issues and had a high concern as to how this project would progress. I can say without hesitation that CrowderGulf has done an excellent job overcoming all of the issues that we've faced.

Mr. Freddie, who oversaw the project for CrowderGulf and who I worked with daily during this project tackled every concern and every issue the City had head-on. We faced obstacles every day that required us to come up with solutions outside of the box and Mr. Freddie would always come through for the City. Once Mr. Freddie said he would take care of a problem I never had to worry about it again, I would without hesitation recommend CrowderGulf to any municipality, state or federal agencies who required dredging.

Philip S. Hall
City of Mexico Beach
Public Works Director
(850) 527-3087
(850) 648-3635



City of Panama City

Solid Waste Division

Shane Daugherty, ESD Manager

Robert Nix, Superintendent

731 Massalina Drive- Panama City, Florida 32401 - (850) 872-3172

April 18, 2019

To Whom It May Concern

This letter is written on behalf of Crowder Gulf who is the City's emergency debris clearing and disposal services contractor.

On October 10th 2018 Hurricane Michael came ashore just east of Panama City as a strong Category 4 Storm. In the wake of that, storm every street in the City was impassible with downed trees, utility poles, and windblown debris creating impenetrable road blockages. There was not a structure in Panama City that did not have some sort of damage.

Crowder Gulf went to work immediately alongside of City crews and within two weeks, all roads were open. Crowder Gulf then began the hard work of removing up to date 3.4 million cubic yards of debris from the City. All this debris was relocated to one of the five temporary debris sites, which was set up and managed by Crowder Gulf. Crowder Gulf is also removing debris from 56 miles of ditches within Panama City, and they will be handling all the private property debris removal services and demolitions.

I can strongly attest to Crowder Gulfs professionalism, attention to customer service, job knowledge and skills, and for these reasons I can proudly recommend Crowder Gulf as a qualified contractor for Debris Removal.

If you require any additional information, or should you have any questions concerning this reference letter, please do not hesitate to call me or email me anytime at 850-872-3180. sdaugherty@pcgov.org

Shane Daugherty
Environmental Services Manager
City of Panama City, FL

*"Dedicated to Excellence....
People Serving People"*



CITY OF PARKER

1001 WEST PARK STREET • PARKER, FLORIDA 32404
TELEPHONE (850) 871-4104 • FAX (850) 871-6684

April 17, 2019

The CrowderGulf Team
c/o Ashley Ramsay-Naile
5435 Business Parkway
Theodore, AL 35582

Dear Ms. Ramsay-Naile,

Our city was devastated by Hurricane Michael on October 10, 2018, the largest disaster that the Florida Panhandle has endured in decades. With the quick activation by your company for debris hauling, Parker was on the road to recovery in a matter of weeks. Your team was able to coach us through the cleanup with skill and patience as we navigated logistics and public relations hurdles.

Your haulers cleaned over 545,000 cubic yards of debris in our two square-mile city. Your staff assured a very smooth operation, and were in constant communication with us. Your team was flexible, professional, and dedicated to meeting our needs.

Your organization has well prepared, on-site managers, qualified removal drivers and the willingness to work with the local staff and residents to get the job done in a timely manner. Our single debris site, our former Sports Complex, was cleaned up and re-seeded in a manner leaving it ready to be used as a park again. All billing and reporting were clear and completed to our and the monitor's satisfaction.

The City of Parker sincerely appreciates the excellent standards and customer service we experienced in working with CrowderGulf. We are pleased that we now have an ongoing contract with you, although we hope we never have to use it again!

Again, thank you for your team of experts during these past six months.

Sincerely,

Richard P. Musgrave
Mayor

Tony Summerlin
Public Works Supervisor

Nancy A. Rowell
City Clerk

/dd



**City of
Corpus
Christi**

**SOLID WASTE
SERVICES**

PO Box 9277
Corpus Christi
Texas 78469-9277
Phone 361-826-1966
Fax 361-826-1971
www.cctexas.com

March 22, 2019

Village of Palmetto Bay
Emergency Debris Removal and Disposal
RFP No. 1819-11-010

Re: REFERENCE LETTER

TO WHOM IT MAY CONCERN:

On July 30, 2013, the City of Corpus Christi awarded a contingency service agreement to CrowderGulf for emergency debris clearing and disposal services in response to a hurricane or other disaster. The term of the contract was for five years.

On August 25, 2017 the City of Corpus Christi was impacted by Hurricane Harvey (DR-4332). The City debris removal contractor CrowderGulf response within the allow time per the terms and conditions of the contract. CrowderGulf provided heavy duty equipment required to move large amounts of debris, work crews that assisted in the cleanup, dump trucks were utilized to transport the debris to Temporary Debris Staging and Reduction (TDSR) sites, opening, operating and closing the TDSR sites, documenting the volume and types of debris removed from City ROWs and disposal of hazardous waste.

CrowderGulf collected approximately 536,069 cubic yards of debris.

CrowderGulf also provide the City with the required Performance Bond and required levels of Certificate of Insurance as per the terms of the contract.

The City of Corpus Christi was privileged to have selected CrowderGulf as the debris removal contractor and proudly recommends CrowderGulf as a qualified contractor for Debris Removal.

If you require any additional information, or should you have any questions concerning on this reference letter, please contact Gabriel Maldonado, Contracts/Funds Administrator at (361) 826-1986.

Sincerely,

Gabriel Maldonado
Contracts/Funds Administrator
City of Corpus Christi



CITY MANAGER'S OFFICE

February 11, 2019

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 35582

To Whom It May Concern:

Hurricane Matthew (2016) and Hurricane Florence (2018) were by far, the largest disasters that Fayetteville has endured in decades. With the quick activation by your company in both instances, our city was on the road to recovery in a matter of a few months. Your staff was able to coach us through our first hurricane with skill and patience as we navigated logistics and public relations hurdles.

Our second hurricane presented a different set of circumstances, but we successfully made it through the debris removal process with your staff's same level of professionalism and dedication that we experienced two years prior. Although debris levels were higher this time, nearing 120,000 cubic yards, collection was completed in just less than eight weeks.

Your organization has well prepared on-site managers, qualified removal drivers and the willingness to work with the local staff and residents to get the job done in a timely manner. Debris sites are remediated and paperwork is completed to everyone's satisfaction.

Please accept this letter as endorsement of the excellent standards and customer service we experienced in our work with CrowderGulf.

Sincerely,

A handwritten signature in black ink, appearing to read 'Telly Whitfield', is written over the word 'Sincerely,'.

Dr. Telly Whitfield
Assistant City Manager
Fayetteville, North Carolina

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1990 | (910) 433-1948 Fax
www.cityoffayetteville.org



SMCCDC

South Mobile County
Community Development Corporation

Board of Directors

Col. Roosevelt Lewis
U.S.A.F (Ret)
President, Board of Directors

Mr. Raymond Barbour
President
Junior Barbour Seafood

Dr. George Crozier
Executive Director (Ret)
Dauphin Island Sea Lab

Mr. Travis Short
President
Horizon Shipbuilding

Mr. Julian Stewart
Teacher
Alma Bryant High School

Dr. Margaret Wright
Senior Administrator
CrowderGulf

Ms. Carolyn Wood
President
Crusty's Marine Services

Staff

Dr. Michael Magnoli
Executive Director

May 25, 2018

Mrs. Ashley Ramsay-Naile, Vice President and Chief Operating Officer
Mr. Nick Pratt, Senior Project Manager
CrowderGulf
5435 Business Parkway
Theodore, AL 36582

Dear Ashley and Nick,

Please allow me to thank you both once again for your tremendous contribution to the South Mobile County Community Development Corporation by demolishing and removing the building at 13869 S. Wentzell Avenue in Bayou La Batre. Numerous citizens and members of the City Council have expressed their sincere gratitude that this derelict building and major community eyesore has been eliminated. Their appreciation has been genuine and in every case we have explained that it could not have been done without your tremendous contribution.

Even though I have had the privilege of getting to know the professionalism of CrowderGulf over the last few years, I was still amazed by the efficient and expert manner in which the project was executed. We simply cannot say enough about the way in which each team member contributed to make the project seamless.

Perhaps the most important product of your generosity has been a renewed enthusiasm on the part of local citizens for the future of their community. Between man-made and natural disasters, citizens of the City and the area have lost a sense of hope for the future. You helped restore a belief that situations can change and that there are people like the two of you who care about their lives and their families.

Once again, please accept my deepest gratitude and that of the Board of Directors for your tremendous contribution.

Michael Magnoli
Executive Director
South Mobile County Community Development Corporation

Cc: Dr. Margaret Wright, Senior Program Manager, CrowderGulf
Board of Directors, SMCCDC



SAMUEL L. NEAL, JR.
County Judge

Claudia Lobell
Chief Executive
claudia.lobell@nuecesco.com

Christopher A. Boyce,
E.M.C.
(361) 888-0513
christopher.boyce@nuecesco.com

Monica Perez
Secretary
monica.perez1@nuecesco.com

10/17/2017

2017 Hurricane Harvey Response and Support

Dear Kenny Hayes,

Hurricane Harvey became a Category 4 hurricane after only 44 hours leaving the entire coastal bend with little time to react. With that being said, our disaster response and recovery would not be as effective without the numerous individuals and organizations that came together to assist our county during this time.

I would like to personally thank you on behalf of Nueces County for your response and assistance before, during, and after Hurricane Harvey made landfall. The assistance provided by you and the Crowder Gulf played a crucial role in the success of the county's ability to respond and begin recovering in a prompt and efficient manner. We are grateful for your commitment to provide assistance during times of need and it is organizations like yours which make Nueces County the resilient county that it is.

Your participation in our efforts is greatly appreciated and has become embedded in our county's history as Hurricane Harvey most definitely has. Thank you again for your contribution.

Sincerely,

A handwritten signature of Samuel L. Neal, Jr. in black ink, located below the word "Sincerely,".

Samuel L. Neal, Jr.
County Judge



**Emergency
Management**
1769 E. Moody Blvd Bldg 3
Bunnell, FL 32110
Phone: 386-313-4200



April 28, 2017

Don Madio
CrowderGulf, LLC
5435 Business Parkway, Theodore, AL 36582
813.285.8749 -mobile | 800.992.6207 -office
dmadio@crowdergulf.com
www.crowdergulf.com

Dear Mr. Madio,

I am writing this letter to recommend your exceptional debris removal services that we contracted for in Flagler County with Hurricane Matthew, to all Counties and Municipalities interested in the future removal of disaster related debris. Since my earliest involvement with CrowderGulf, LLC, I have found their company to be qualified and dedicated in many ways. Their debris removal operations and their customer service has always been fair, courteous and above all, professional in every respect.

Please accept this letter as my personal and professional endorsement of CrowderGulf, LLC and their partnership with Flagler County is an exemplary model to which we would like all contractors to aspire.

Thank you Don, for all your assistance during the Hurricane Matthew Recovery process!

Sincerely,

Stephen R. Garten
Flagler County Emergency Manager
(386) 313-4240 Phone
(386) 569-3257 Cell
sgarten@flaglercounty.org

Charles Ericksen, Jr.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Nate McLaughlin
District 4

Donald O'Brien Jr.
District 5



South Carolina
Department of Transportation

April 7, 2017

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

Subject: CrowderGulf's Past Performance Providing Disaster Debris Management to the South Carolina Department of Transportation

To Whom It May Concern:

In October of 2015, Hurricane Joaquin brought torrential rainfall to South Carolina. This rainfall led to widespread flooding, breached dams, and significant infrastructure damage. As a result, the South Carolina Department of Transportation (SCDOT) activated CrowderGulf's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Lexington and Richland counties.

In October of 2016, Hurricane Matthew brought high winds and heavy rainfall to South Carolina. The effects of this hurricane resulted in flooding and wind damage resulting in many downed trees; breached dams; and rivers that burst their banks washing away roads, bridges, and flooding homes. As a result, the South Carolina Department of Transportation (SCDOT) again activated CrowderGulf's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Darlington, Florence, and Sumter counties.

In both of these disasters, CrowderGulf quickly mobilized and began debris management operations. The project team was accessible, responsive, knowledgeable, and professionally implemented a recovery plan. The CrowderGulf team was flexible and able to address evolving project plans, and successfully executed the scope of work in each assigned county.

Of the seven contractors activated in both of these events, CrowderGulf was the most professional and provided the best service of all. We appreciate CrowderGulf's continued support with post-event clean-up and are pleased to have them as a part of our disaster response and recovery team.

Please feel free to use this letter as a positive recommendation attesting to CrowderGulf's ability to successfully provide disaster debris management services.

Sincerely,

David B. Cook, PE
State Maintenance Engineer
(803) 737-1290





Virginia Peninsulas Public Service Authority

December 5, 2016

Ashley Ramsay-Naile
Vice President and Chief Operating Officer
Crowder Gulf
5435 Business Parkway
Theodore, Alabama 36582

Dear Ms. Ramsay-Naile:

On February 24, 2016, an F3 tornado touched down in Essex County, Virginia near the Town of Tappahannock. Fortunately – and amazingly – there were no fatalities, but the damage was significant, destroying many houses and other structures and leveling many mature pine and oak trees.

The staff of the Virginia Peninsula Public Service Authority (VPPSA) was in the County the following morning assisting with the damage assessment. It quickly became clear that the extent of the damage was beyond the capability of local forces.

VPPSA has had pre-positioned contracts for debris removal in place with Crowder Gulf since 2003. VPPSA contacted Crowder Gulf and a representative – Barrett Holmes, Southeast Regional Manager – was quickly in the area assisting VPPSA and the County with the damage assessment and developing a plan to collect and remove the debris. Development of the response plan was not without a number of complicating factors. Throughout the process of developing the plan and obtaining the necessary approvals to implement the plan, Mr. Holmes was patient, persistent and professional.

When the time arrived for collection and removal of the debris, Mr. Holmes effectively coordinated the activities of subcontractors, the debris monitoring contractor, volunteer organizations, County representatives and VPPSA staff. Vegetative debris was delivered to the runway at an abandoned airport for grinding and demolition debris was delivered to a local landfill. Crowder Gulf completed the work quickly and efficiently.

VPPSA member cities and counties have used the services of Crowder Gulf in response to disasters a number of time over the past 13 years. Every time we have felt we received fair, honest and professional service.

I want to specifically thank Barrett Holmes for his work – patience and persistence – with the collection and removal of the debris from the tornado in Essex County. Thank you for the services Crowder Gulf has provided over the years to the member cities and counties of VPPSA.

Sincerely,

Stephen B. Geissler
Executive Director



Pamela Z. Smith
Interim County Administrator

202 S. Church Lane
Post Office Box 1079
Tappahannock, Virginia 22560
(804) 443-4331
Fax (804) 445-8023
www.essex-virginia.org



Established 1692

Essex County
Virginia

Board of Supervisors

Sidney N. Johnson
North Election District

Margaret H. "Prue" Davis
South Election District

John C. Magruder
Central Election District

E. Stanley Langford
Greater
Tappahannock
Election District

August 24, 2016

To Whom It May Concern:

On February 24, 2016 Essex County, VA experienced an EF3 tornado in the central part of the county. There were 25 injuries and amazingly no deaths, 85 homes were impacted and 33 were totally destroyed. The path of destruction was overwhelming and left our community in shock.

Knowing we had to make decisions on how to handle the overwhelming debris removal Steve Geissler, the Executive Director of the Virginia Peninsula Public Service Authority (VPPSA) contacted CrowderGulf to evaluate storm debris generated by the tornado. On March 8, 2016, the Essex County Board of Supervisors unanimously granted the approval for CrowderGulf to perform disaster debris removal in support of tornado relief.

The tornado debris removal operation lasted for 20 days in Essex County. CrowderGulf removed a total of 16,359 cubic yards of storm related debris. Essex County could not have asked for a more professional debris removal company to assist us in our time of need. The employees representing CrowderGulf were very dedicated and took pride in their work. This was evidenced by the long hours they worked and by their dedication to making sure each debris removal site was left clean and neat. The Essex County Government and its citizens were very pleased with the quality of service provided by CrowderGulf and would highly recommend their company to anyone in need of similar services.

Sincerely,

Pamela Z. Smith
Interim County Administrator



April 16, 2015

Mr. Nick Pratt
Crowder Gulf Disaster Recovery & Debris Management
5435 Business Parkway
Theodore, AL 36582

Dear Mr. Pratt:

Crowder Gulf is Berkeley County's Disaster Recovery Contractor and has been for the past eight plus years. In February, 2014, Berkeley County sustained damage during an Ice Storm, (PAX), requiring the assistance of Crowder Gulf to aid in recovery efforts.

As a result of that storm Crowder Gulf, (Project Manager, Nick Pratt), provided assistance in removing/disposing of over 175,000 cubic yards of debris. This was accomplished within Berkeley County's time line and in a professional manner.

Berkeley County would not hesitate to call on Crowder Gulf should a need arise in the future. If you have questions concerning this issue please do not hesitate to contract me at (843) 719-2380.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark R. Schlievert", is written over a horizontal line.

Mark R. Schlievert
Director of Solid Waste, BCWS

Mayor

A.J. Holloway

Council Member

George Lawrence, Ward 1

William "Bill" Stallworth, Ward 2

Charles T. Harrison Jr., Ward 3

Mike Fitzpatrick, Ward 4

Tom Wall, Ward 5

Edward "Ed" Gemmill, Ward 6

David Fayard, Ward 7



P.O. Box 429
Biloxi, Mississippi 39533
(228) 435-6300

September 26, 2007

To Whom It May Concern:

We are pleased to submit this letter of reference for Crowder-Gulf Joint Venture for the work completed for the City of Biloxi, Mississippi.

In August, Hurricane Katrina made landfall on the Mississippi coast. Crowder-Gulf responded quickly to aid the city in it's disaster recovery efforts. The Company then completed a debris removal and reduction project for the City, including the operation and management of a TDSRS site that reduced approximately 1 million cubic yards of debris in a timely manner. Crowder-Gulf employed air curtain incinerators to reduce all the vegetative debris that came out of the City of Biloxi.

During the same time period Crowder-Gulf was able to respond quickly and professional to our city's needs as well.

I do not hesitate to recommend Crowder-Gulf Joint Venture for any similar future project.

Sincerely,

A handwritten signature in cursive script that reads "A.J. Holloway".

A.J. Holloway

Mayor



PRICING

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Company: CrowderGulf, LLC.

Address: 5435 Business Parkway

City, State, Zip: Theodore, AL 36582

Telephone: 800-992-6207 Fax: 251-459-7433

Contractor's License (C.O.R.) Number: 19672-MC

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

The FEE PROPOSAL SCHEDULE included on the following sheet should be completed in order to provide the CITY with a complete schedule of values for the services that may be performed as a part of this RFP. There are no quantities listed on the FEE PROPOSAL SCHEDULE. The proposer is responsible for providing the due diligence to make the necessary estimations of quantities for the included pay items and to provide unit prices based on the information that is deemed to accurately reflect the conditions in the field for the pay items listed on the FEE PROPOSAL SCHEDULE. Payment will be made during the contract based on the unit prices included in the proposal.

ADDENDUM No. 2
to the
REQUEST FOR PROPOSAL
FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES
CITY OF HATTIESBURG

The following attached modifications are to be made to the above captioned project:

CHANGE No. 1- Contractor will be responsible for negotiating and paying all disposal/tipping fees. **Tipping fees shall be a direct pass through and will be reimbursed by the City. Contractor shall not include tipping fees in quoted costs.**

CHANGE No. 2- Contract term will be One (1) Year with the option for Three (3) renewals of One (1) Year each.

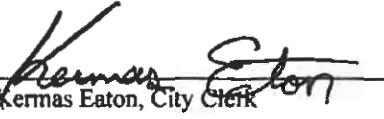
CHANGE No. 3- Item No. 1 on Page 21 shall read as follows:

1.	Eligible Vegetative debris removal from public property, public rights- of-way, and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Loads will be measured based on incoming yardage. Validated loads picked up at designed work zones and hauled to Temporary Debris Reduction Site (TDRS). Validated loads picked up at designated work zones and hauled to Final Disposal Site (FDS).	<u>\$8.00</u> <u>\$9.00</u>	CY CY
----	---	---	-----------------------------------

CHANGE No. 4- Item No. 4 on Page 22 shall read as follows:

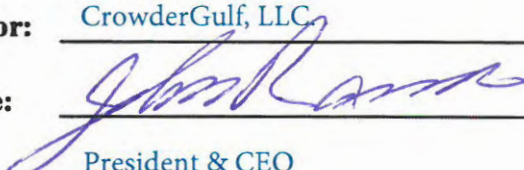
4.	Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property (Right of Entry Program) **Price to include demolition**. Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property containing regulated asbestos material.	<u>\$16.00</u> <u>\$19.00</u>	CY CY
----	--	---	-----------------------------------

CITY OF HATTIESBURG

BY: 
Kermas Eaton, City Clerk

Dated this 3rd day of July, 2019.

**The receipt of this addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Proposal.**

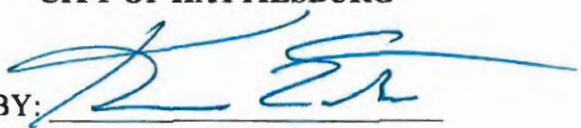
Contractor: CrowderGulf, LLC
Signature: 
Title: President & CEO

ADDENDUM No. 1
to the
REQUEST FOR PROPOSAL
FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

CITY OF HATTIESBURG

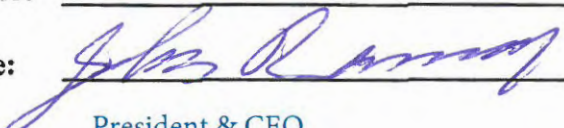
The following attached modifications are to be made to the above captioned project:

CHANGE No. 1 Replace pages 21, 22 and 23 with the attached revised pages.

CITY OF HATTIESBURG

BY: _____
Kermas Eaton, City Clerk

Dated this 28th day of June, 2019.

The receipt of this addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Proposal.

Contractor: CrowderGulf, LLC.
Signature: 
Title: President & CEO

FEE PROPOSAL SCALE

DEBRIS REMOVAL AND DISPOSAL SERVICES

THIS IS NOT AN EXCLUSIVE CONTRACT. COST PLUS FIXED FEE OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT CONSIDERED!!!!!!

1. No tipping fee or disposal cost may be back charged to the City. All tipping fees/ disposal costs shall be paid by Contractor and shall be the responsibility of Contractor. Contractor shall not utilize County-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore. TDRS sites must be remediated at no cost to City. All areas, public and private must be left in a clean condition. In the event a TORS is used, management of TDRS's processing, grinding, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Contractor.

All tipping / disposal fees will be a pass through cost to City - per Addendum 2.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description of Service	Cost	Unit
1.	Eligible Vegetative debris removal from public property, public rights-of-way, and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designed work zones and hauled to TDS or Final Site.	Changed by _____	Addendum 2 CY
2.	Eligible Construction Debris removal from public property, public rights-of-way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal site.	\$9.00 _____	CY
3.	Eligible Vegetative debris reduction, removal, and disposal from TDRS and hauling to Final Disposal site . Validated loads hauled and finally disposed. NOTE: This rate is based on incoming cubic yardage.	\$5.95 _____	CY

4.	Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property (Right of Entry Program) **Price to include demolition**.	Changed by Addendum 2 <u> </u>	CY
5.	Remove, load, haul, recycle, and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled, recycled, and finally disposed.	<u>\$60.00</u>	CY
6.	Pick up, haul, and disposal of eligible Household Hazardous Material in accordance with all applicable Federal and State rules, regulations, and laws. Proposed Alternate Rate: \$6.95 per LB	<u>\$250.00</u>	CY
7.	Electronic Waste dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.	<u>\$40.00</u>	Unit
8.	Hazardous Stumps – Extraction. Haul and Disposal Shall be paid for under Vegetative Debris. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk. 24 to <35 inches 36-48 inches 48 inches or greater	<u>\$22.00</u> <u>\$22.00</u> <u>\$22.00</u>	CY CY CY
9.	Fill Soil as directed by the County; place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.	<u>\$16.00</u>	CY
10.	Removal of Soil, Mud, and Sand from Streets and Sidewalks. Storm and Sanitary Sewers Water Treatment Facilities Drainage Canals and Basins	<u>\$6.00</u> <u>\$8.00</u> <u>\$8.00</u> <u>\$8.00</u>	CY CY CY CY
11.	Eligible Leaners and Hangers on Public and/or Private Property:	<u> </u>	Each
11a.	Removal of hazardous hanging limbs 2" to 5.99"	<u>\$75.00</u>	Each

NOTE for Line Item 11 (a-h) this rate includes cut and drop only. Resulting debris to be picked up / hauled under ROW rate.

11b.	Removal of hazardous hanging limbs 6" to 12"	<u>\$75.00</u>	Each
11c.	Removal of hazardous hanging limbs 12" and greater	<u>\$75.00</u>	Each
11d.	Removal of hazardous standing trees 6" – 11.99" in diameter	<u>\$45.00</u>	Each
11e.	Removal of hazardous standing trees 12" – 23.99" in diameter	<u>\$110.00</u>	Each
11f.	Removal of hazardous standing trees 24" – 35.99" in diameter	<u>\$200.00</u>	Each
11g.	Removal of hazardous standing trees 36" – 47.99" in diameter	<u>\$260.00</u>	Each
11h.	Removal of hazardous standing trees 48" in diameter	<u>\$300.00</u>	Each
12.	Vehicle and Marine Debris Removal		
12a.	Boat Removal	<u>\$150.00</u>	Unit
12b.	Vehicle Removal	<u>\$100.00</u>	Unit

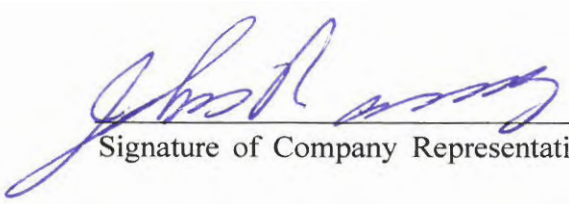
Per Addendum 2 - Tipping / Disposal fees for ALL line items will be a pass through cost to the City with no additional markup.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance - Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Supply all necessary Towers at TDRS and Final Disposal Sites.
- E. Temporary Storage of Documents - The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Reporting and Documentation - The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document its performance of this Contract.

CrowderGulf, LLC.

Company Name



Signature of Company Representative

John Ramsay

Printed Name

FEE PROPOSAL SCALE

DEBRIS REMOVAL AND DISPOSAL SERVICES

THIS IS NOT AN EXCLUSIVE CONTRACT. COST PLUS FIXED FEE OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT CONSIDERED!!!!!!

1. No tipping fee or disposal cost may be back charged to the City. All tipping fees/ disposal costs shall be paid by Contractor and shall be the responsibility of Contractor. Contractor shall not utilize County-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore. TDRS sites must be remediated at no cost to City. All areas, public and private must be left in a clean condition. In the event a TORS is used, management of TDRS's processing, grinding, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Contractor.

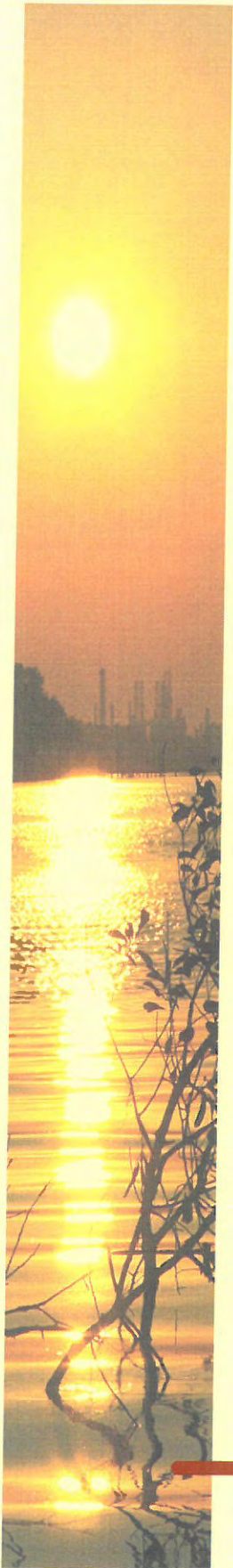
DEBRIS REMOVAL, PROCESSING AND DISPOSAL

DO NOT USE - Amendments 1 & 2 changed schedule.

Item	Description of Service	Cost	Unit
1.	Eligible Vegetative debris removal from public property, public rights-of-way, and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designed work zones and hauled to TDS or Final Site.	_____	CY
2.	Eligible Construction Debris removal from public property, public rights-of-way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal site.	_____	CY
3.	Eligible Vegetative debris reduction, removal, and disposal from TDRS and hauling to Final Disposal site . Validated loads hauled and finally disposed.	_____	CY

4.	Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property (Right of Entry Program) **Price to include demolition**.	_____	CY
5.	Remove, load, haul, recycle, and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled, recycled, and finally disposed.	_____	Unit
6.	Pick up, haul, and disposal of eligible Household Hazardous Material in accordance with all applicable Federal and State rules, regulations, and laws.	_____	Unit
7.	Electronic Waste dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.	_____	Unit
8.	Hazardous Stumps - Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk. 24 to <48 inches 48 inches or greater	_____ _____	/Stump /Stump
9.	Fill Soil as directed by the County; place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.	_____	CY
10.	Removal of Soil, Mud, and Sand from Streets and Sidewalks. Storm and Sanitary Sewers Water Treatment Facilities Drainage Canals and Basins	_____ _____ _____ _____	CY CY CY CY
11.	Eligible Leaners and Hangers on Public and/or Private Property:	_____	Each
11a.	Removal of hazardous hanging limbs 2" to 5.99"	_____	Each
11b.	Removal of hazardous hanging limbs 6" to 12"	_____	Each
11c.	Removal of hazardous hanging limbs 12" and greater	_____	Each
11d.	Removal of hazardous standing trees 6" – 11.99" in diameter	_____	Each

11e.	Removal of hazardous standing trees 12" – 23.99" in diameter	_____	Each
11f.	Removal of hazardous standing trees 24" – 35.99" in diameter	_____	Each
11g.	Removal of hazardous standing trees 36" – 47.99" in diameter	_____	Each
11h.	Removal of hazardous standing trees 48" in diameter	_____	Each
12.	Vehicle and Marine Debris Removal		
12a.	Boat Removal	_____	Unit
12b.	Vehicle Removal	_____	Unit
13.	Grinding of Eligible Vegetative Debris	_____	CY
14.	Reduction by Uncontrolled Open Air Incineration	_____	CY
15.	Reduction by Controlled Open Air Incineration	_____	CY
16.	Reduction by Air Curtain Pit Incineration	_____	CY
17.	Reduction by Portable Air Curtain Incinerators	_____	CY



REQUIRED DOCUMENTS

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

BOND AMOUNT: \$ 50,000.00 Fifty Thousand Dollars

PROJECT:

(Name, location or address, and Project number, if any)

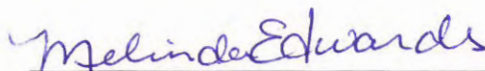
Disaster Debris Removal & Disposal Services

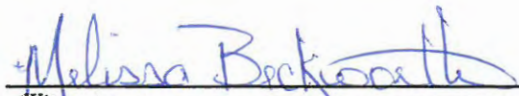
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **July, 2019**

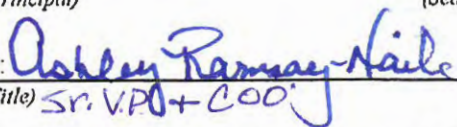

(Witness)


(Witness) **Melissa Beckworth, Account Manager**

CrowderGulf, LLC

(Principal)

(Seal)

By: 

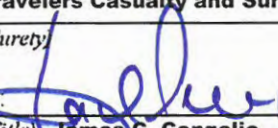
(Title)

Sr. V.P. + COO

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title)

James C. Congelio

Attorney-in-Fact

Surety Phone No. **813-498-1183**



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

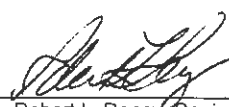
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA**, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

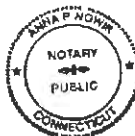
City of Hartford ss.

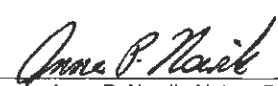
By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

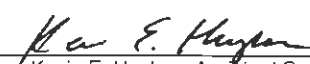
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **July**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

CROWDERGULE, LLC
5435 BUSINESS PKWY
THEODORE, AL 36582

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) HEAVY CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Feb., 2019



CERTIFICATE OF RESPONSIBILITY

No. 19672-MC

Expires Jul. 8, 2020

Joel A. Canell

CHAIRMAN OF THE BOARD



DELBERT HOSEMANN
Secretary of State

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, C. DELBERT HOSEMANN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

CROWDERGULF, LLC

Registered the 6th day of August, 2012

A Alabama LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

C T CORPORATION SYSTEM
645 LAKELAND EAST DRIVE, Suite 101
FLOWOOD, MS 39232

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 25th day of June, 2019

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
Secretary of State

Certificate Number: CN19068360

Verify this certificate online at <http://corp.sos.ms.gov/corpconv/verifycertificate.aspx>



Entity Dashboard

- [Entity Overview](#)
- [Entity Registration](#)
 - [Core Data](#)
 - [Assertions](#)
 - [Reps & Certs](#)
 - [POCs](#)
- [Reports](#)
 - [Service Contract Report](#)
 - [BioPreferred Report](#)
- [Exclusions](#)
 - [Active Exclusions](#)
 - [Inactive Exclusions](#)
 - [Excluded Family Members](#)

[BACK TO USER DASHBOARD](#)

CROWDERGULF, LLC
DUNS: 195686477 CAGE Code: 45ZEo
Status: Active
Expiration Date: 10/17/2019
Purpose of Registration: All Awards

5435 BUSINESS PKWY
THEODORE, AL 36582-1675
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 195686477
Name: CROWDERGULF, LLC
Business Type: Business or Organization
Last Updated By: Melinda Edwards
Registration Status: Active
Activation Date: 10/17/2018
Expiration Date: 10/17/2019

Exclusion Summary

Active Exclusion Records? No



IBM-P-20181206-1708
WWW8

Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/LAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

ATTACHMENT 2

LIST OF PROPOSED SUBCONTRACTORS

DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: Please see attached list of proposed subcontractors. MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

(Make Additional Copies of this Sheet if Needed)

CrowderGulf - Potential 2019 Regional MS Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/ HUB/VET/ SDB
7H Enterprises	3114 Hwy 84 East	Laurel	MS	39441	1	
A & C Industrial, Inc.	P.O. Box 507	Long Beach	MS	39560	1	1
AC's Vacuum Services, LLC	1372 Rocky Hill Dedeaux Rd	Kiln	MS	39556		1
Agmyns General Maint	102 Ruby Dr.	Gulfport	MS	39503		1
Alter Metal Recycling	619 E. 6th St	Hattiesburg	MS	39401		
Amco Construction	6128 Savannah Millard Rd	Poplarville	MS	39470	1	
Anointed Hands Services, LLC	P.O. Box 853	Hattiesburg	MS	39401	1	4
At Your Service	25824 Setuna Rd	Lucedale	MS	39452	1	1
B & C Land Services, LLC	P.O. 370	Kiln	MS	39556	1	
B & D Contracting	1308 Pass Rd	Gulfport	MS	39501		
B & F Distributors LLC	3203 Fernway Dr	Hattiesburg	MS	39401	1	3
Barnes Catastrophic Contractor LLC	10408 Hwy 603	Bay St. Louis	MS	39520	1	2
Bayou Caddy Trucking, Inc.	P. O. Box 44	Lakeshore	MS	39558		
BD Stephenson Trucking	20392 Fenton Dedeaux US Rd	Kiln	MS	39556	1	2
BH Specialized Hauling	not listed	Pass Christian	MS	39571	1	
Blackwood Management Service, LLC.	PO Box 661	Gulfport	MS	39502	1	
Bobcat Tree Work	25412 Elmer Ladner Rd	Pass Christian	MS	39571	1	
Breland Trucking, LLC.		Gulfport	MS	39503	1	
Carlisle Enterprises	10790 Plummer Cr	Gulfport	MS	39503	1	
Class A Enterprises, LLC.	6 Day Dream DR	Carriere	MS	39426	1	3
Coastal Relief Services	448 Ulman Ave	Bay St. Louis	MS	39520	1	
Comett Bolt & Screw Inc	1755 28th st	Gulfport	MS	39501		1
Dayon Tree Service, Inc	389 Lynn Ray Rd	Petal	MS	39465		1
Design Precast Inc.	P.O. Box 2401	Gulfport	MS	39505		
Durance Farms	27249 Hwy 53	Saucier	MS	39574		
E3 Response (Enhanced Environmental Emergency Services)	7991 Hwy 90	Moss Point	MS	39562		
Enhanced Environmental & Emergency Services	7991 Hwy 90	Moss Point	MS	39582	1	
F & S Land Clearing	P.O. Box 96	McHenry	MS	39561	1	
Fayard & Sons LLC. Waste Services	12493 Short Cut Rd	Biloxi	MS	39532		
Glenn Crane & Rigging	8100 Hwy 57	Ocean Springs	MS	39564		
Golden Roc, llc	154 Azalea Dr	Biloxi	MS	39530	1	
Granny's Alliance Holdings, Inc.	105 Fernwood	Pass Christian	MS	39571	1	1
Greater Gulf Development	4263 Popps Ferry Rd	D'Iberville	MS	39540		
Gulf South Residential, LLC.	13399 John Lee Rd	Biloxi	MS	39532	1	
H & H Enterprises, LLC	P.O. Box 2759	Gulfport	MS	39503	1	1
Hammerhead Construction Specialist, LLC.	9512 Jean St.	Vancleave	MS	39565	1	
High Performance Solutions	Building 1100, Room 11139	Stennis Space Center	MS	39529	1	1
HRL Contractors, Inc.	311 Acorn Ln	Picayune	MS	39466	1	2
Industrial Environmental Management	P.O. Box 936	Poplarville	MS	39470	1	1
Irby Brothers	P.O. Box 7334	D'Iberville	MS	39540		
Jay 37 Construction, LLC	3301 prescott Dr	Moss Point	MS	39562		1
JCM Timber Co.	73 Addie Byrd Rd	Lumberton	MS	39455		1
JE Talley Contracting Inc.	1711 Prospect Ave	Pascagoula	MS	39567		2
Jessie Cuevas	5355 Courtney Ave	Pass Christian	MS	39571	1	
Johnson's Tree Care, LLC	7375 Rushing Robinson Rd	Biloxi	MS	39532	1	
Jordan Construction Inc.	13008 Little Bluff Place	Vancleave	MS	39565		2
K. Adams Construction, LLC	244 Debuys Rd	Biloxi	MS	39531	1	1
K. R. Barries Construction Co.	3300 Oak St.	Gautier	MS	39553	1	
K.R. Borries Construction Company	3300 Oak Street	Gautier	MS	39553	1	
KP & Associates, LLC	10080 Hwy 492 E	Union	MS	39365	1	
L & L Construction Services, LLC	6034 C C Rd	Kiln	MS	39556		1
Larry Gerard Inc.	13772 Wolf River Rd	Gulfport	MS	39503	1	
LawnWorks, LLC	101 Linnett DR	Ocean Springs	MS	39564	1	1
Lil AL's Tree Service	2651 Neely Avera Rd	Neely	MS	39451	1	
LJ Construction, Inc.	11226 Dobson Rd	Gulfport	MS	39503		1
Lumberton Rock & Gravel Co, LLC	365 W Seneca Rd	Lumberton	MS	39455		1
M&K Property Maintenance (fka Langfitt Construction)	7405 Old Fort Bayou Rd.	Ocean Springs	MS	3964	1	
Magnolia Land Contractors, LLC	9221 Woolmarket Rd., #16	Biloxi	MS	39532		

CrowderGulf - Potential 2019 Regional MS Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/ HUB/VET/ SDB
Malone Design & Contracting, LLC	104 Fox Run Dr	Hattiesburg	MS	39402	1	
Marshall Williams Enterprises, LLC.	19194 Marshall Rd	Biloxi	MS	39532		
Mathis Trucking	263 Fish Pond Rd	Lucedale	MS	39452		
Mitchell Marine, LLC	6532 St. Martin Street	Biloxi	MS	39562	1	2
MPC Services, LLC	318 Eastview Drive	Biloxi	MS	39531	1	1
P5 Tractor Works	19640 B. Saucier Rd.	Saucier	MS	39574	1	
Patterson Land Management	106 Walters Rd	Ellisville	MS	39437	1	
Perfect Choice Services, LLC.	245 Peters Rd.	Poplarville	MS	39470	1	1
Perkins Electric, Inc.	4286 Popps Ferry Rd.	D'Iberville	MS	39540	1	
Pillet Contracting, LLC	11059 Lamey Bridge Rd	Diberville	MS	39540	1	1
Relaxing Homes, LLC	12232 Sunshine Ln	Gulfport	MS	39503	1	
RLO Grace Corp.	2412 Chicot St.	Pascagoula	MS	39581		
Rounsaville Trucking	P.O. Box 596	Leakesville	MS	39451	1	
Rufus Young	177 Salem Campground Rd	Lucedale	MS	39452		
S & M and Associates, Inc.	1126 Jackson Ave, Ste 308-C	Pascagoula	MS	39567	1	1
S Hutchinson Construction	18353 Sky Ln	Saucier	MS	39574	1	
Santa Rosa Tree and Lawn Care Inc.	15 Joe Bennett Rd	Picanyune	MS	39466		1
Savard Marine Labor Services	2315 Pass Rd	Gulfport	MS	39501	1	1
SGC Enterprise, Inc	14444 Oneal Rd	Gulfport	MS	39503		1
Shane Langfitt Construction Co., Inc.	13606 Seaman Rd	Vancleave	MS	39565	1	
Shane Morgan	18014 Rd 228	Saucier	MS	39574	1	
South Beach Palm Trees, LLC.	215 Jeff Davis Ave	Waveland	MS	39576	1	
Stallings Construction, LLC	3388 HWY 145S	Waynesboro	MS	39367	1	
Strayham Construction	9532 Leno Rd	Biloxi	MS	39532	1	
T & D Excavating	24060 Rd 429	Saucier	MS	39574	1	
T. H. E Construction	2935 HWY 13 N	Columbia	MS	39429		
Traweek Tree & Landscaping, LLC	3542 Hwy 26	Wiggins	MS	39577		2
Trinity Trucking	65 C.T. Price Ln	Bassfield	MS	39421	1	
Vision Tours, LLC.	5690 Gulf Tech DR	Ocean Springs	MS	39564	1	1
W. G. Yates & Sons Construction Company	115 Main St	Biloxi	MS	39530		
W. Pitts Trucking	16236 Hwy 26 West	Lucedale	MS	39452	1	1
Walley Forestry Consultants	P.O. Box 621	Ellisville	MS	39437	1	
Young's Trucking	104 Fox Run Dr	Hattiesburg	MS	39402	1	1

ATTACHMENT 3

REQUEST FOR PROPOSAL DEBRIS REMOVAL AND DISPOSAL SERVICE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, pages 19210 and 19211:

- (1) The CONTRACTOR 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 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 records, 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;
 - (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;
 - (e) have not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.

- (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

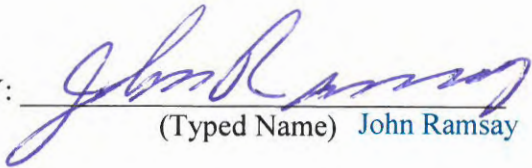
- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly Stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of Federal disaster relief funds, and is subject to applicable State and Federal laws, both criminal and civil.

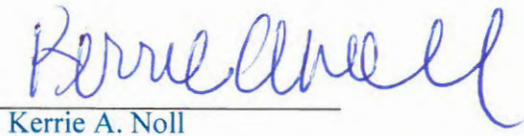
SO CERTIFIED this day of 10th July, 2019.

CONTRACTOR'S NAME HERE

BY:


(Typed Name) John Ramsay

ATTEST:


Kerrie A. Noll

My Commission Expires: 09/14/2022
Notary

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

ATTACHMENT 4

REQUEST FOR PROPOSAL CITY OF HATTIESBURG DEBRIS REMOVAL AND DISPOSAL SERVICE

PRIME CONSULTANT/CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, MEMA, Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

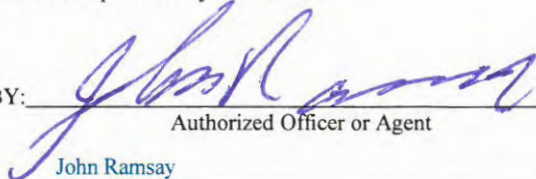
The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY, if requested, for the benefit of the CITY or this CONTRACT.

312220

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:


John Ramsay

Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

07/09/2019

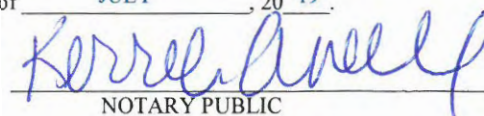
Date

President & CEO

Title

SWORN TO AND SUBSCRIBED before me on this the 9th day of JULY, 20 19.

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022


NOTARY PUBLIC

My Commission Expires: 09/14/2022

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

**E-Verify**
Employment Eligibility Verification

Welcome
Kelle, James

User ID
KJAM1888

Last Login
06:32 PM - 04/01/2012


Log Out

Click any  for help

[Home](#)
My Cases
[New Case](#)
[View Cases](#)
[Search Cases](#)
My Profile
[Edit Profile](#)
[Change Password](#)
[Change Security Questions](#)
My Company
[Edit Company Profile](#)
[Add New User](#)
[View Existing Users](#)
[Close Company Account](#)
My Reports
[View Reports](#)
My Resources
[View Essential Resources](#)
[Take Tutorial](#)
[View User Manual](#)
[Contact Us](#)

Company Information

Company Name:

CrowderGulf, LLC

View / Edit

Company ID Number:

312220

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1:

5435 Business Parkway

Address 2:

City:

Theodore

State:

AL

Zip Code:

36582

County:

MOBILE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number:

10626019

Total Number of Employees:

20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

None of these categories apply

NAICS Code:

562 - WASTE MANAGEMENT AND REMEDIATION SERVICES

View / Edit

Total Hiring Sites:

1

View / Edit

Total Points of Contact:

3

View / Edit

View MOU

U.S. Department of Homeland Security - [www.dhs.gov](#) U.S. Citizenship and Immigration Services - [www.uscis.gov](#) [Accessibility](#) [Download](#) [Viewers](#)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 20, 2019

Re: Approve Plans and Specifications for Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project and Authorize advertisement for bids.
File Number: 2019-68
Minute Book #

Summary

Approve Plans and Specifications for Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project and Authorize advertisement for bids.

Recommendation Statement

City Engineer recommends approval.

Please place this on the August 20, 2019 City Council meeting for consideration.



Engineering Progress

August 8, 2019

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

Attn: Lamar Rutland, P.E.

**RE: Water System Improvements for Shadow Wood Dr., Huckleberry Ln.,
Audubon—Westwood & Lynnwood Neighborhoods
City of Hattiesburg**

Dear Lamar:

Enclosed please find the Advertisement for Bids for the above referenced project. We would like to request permission to advertise on the August 20th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease'.

Shea E. McNease, P.E.
Project Engineer

/mt

Enclosure

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on September 26, 2019 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of ____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on August 23, 2019 and August 30, 2019
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CONSTRUCTION PLANS

FOR

WATER SYSTEM
IMPROVEMENTS

SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON - WESTWOOD & LYNNWOOD
NEIGHBORHOODS

FOR THE

CITY OF HATTIESBURG

FORREST & LAMAR COUNTIES
MISSISSIPPI



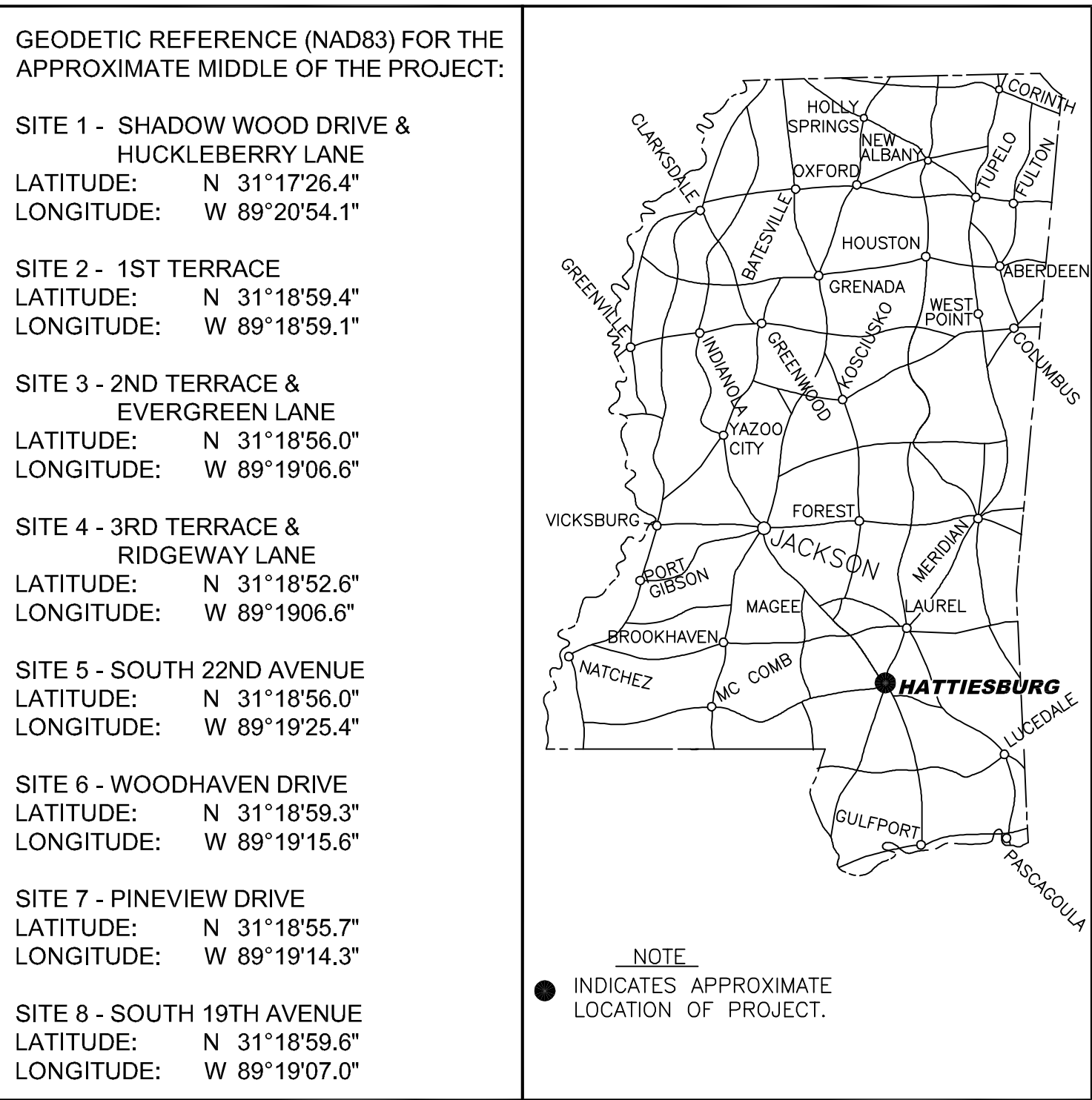
Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

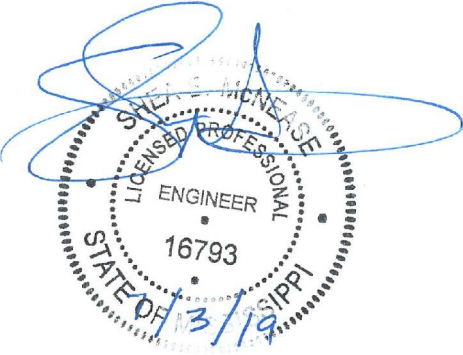
MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
18100913070905	SHADOW WOOD DRIVE
18100914321101	HUCKLEBERRY LANE
18110514141125	1ST TERRACE
18120508540330	EVERGREEN LANE & 2ND TERRACE
18120716490954	RIDGEWAY LANE & 3RD TERRACE
18121316111078	PINEVIEW DRIVE
18121315591068	WOODHAVEN DRIVE
19032915371104	SOUTH 19TH AVENUE
19032915441111	SOUTH 22ND AVENUE

JULY 2019



DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	PROJECT MAP
4	GENERAL NOTES AND SYMBOL LEGENDS
5	SITE PLAN - SHADOW WOOD DRIVE
6	SITE PLAN - SHADOW WOOD DRIVE
7	SITE PLAN - 1ST TERRACE
8	SITE PLAN - EVERGREEN LANE
9	SITE PLAN - 2ND TERRACE
10	SITE PLAN - RIDGEWAY LANE
11	SITE PLAN - RIDGEWAY LANE
12	SITE PLAN - 3RD TERRACE
13	SITE PLAN - WOODHAVEN DRIVE
14	SITE PLAN - SOUTH 22ND AVENUE
15	SITE PLAN - PINEVIEW DRIVE
16	SITE PLAN - SOUTH 19TH AVENUE
17	WATER INSTALLATION DETAILS
18	WATER INSTALLATION DETAILS
19	TRACER WIRE DETAILS
20	VEGETATION SCHEDULE
21	PAVEMENT REPAIR & MARKING DETAILS
6101	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
6102	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6351	TRAFFIC CONTROL PLAN WITH FLAGGER
6358	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS



MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

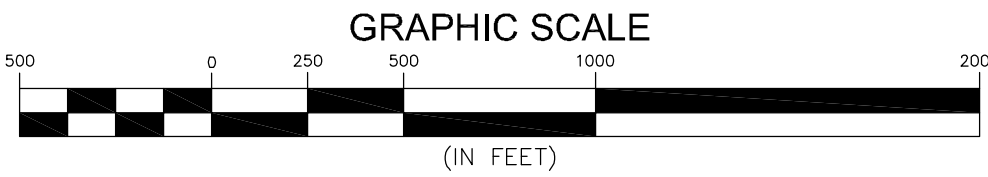
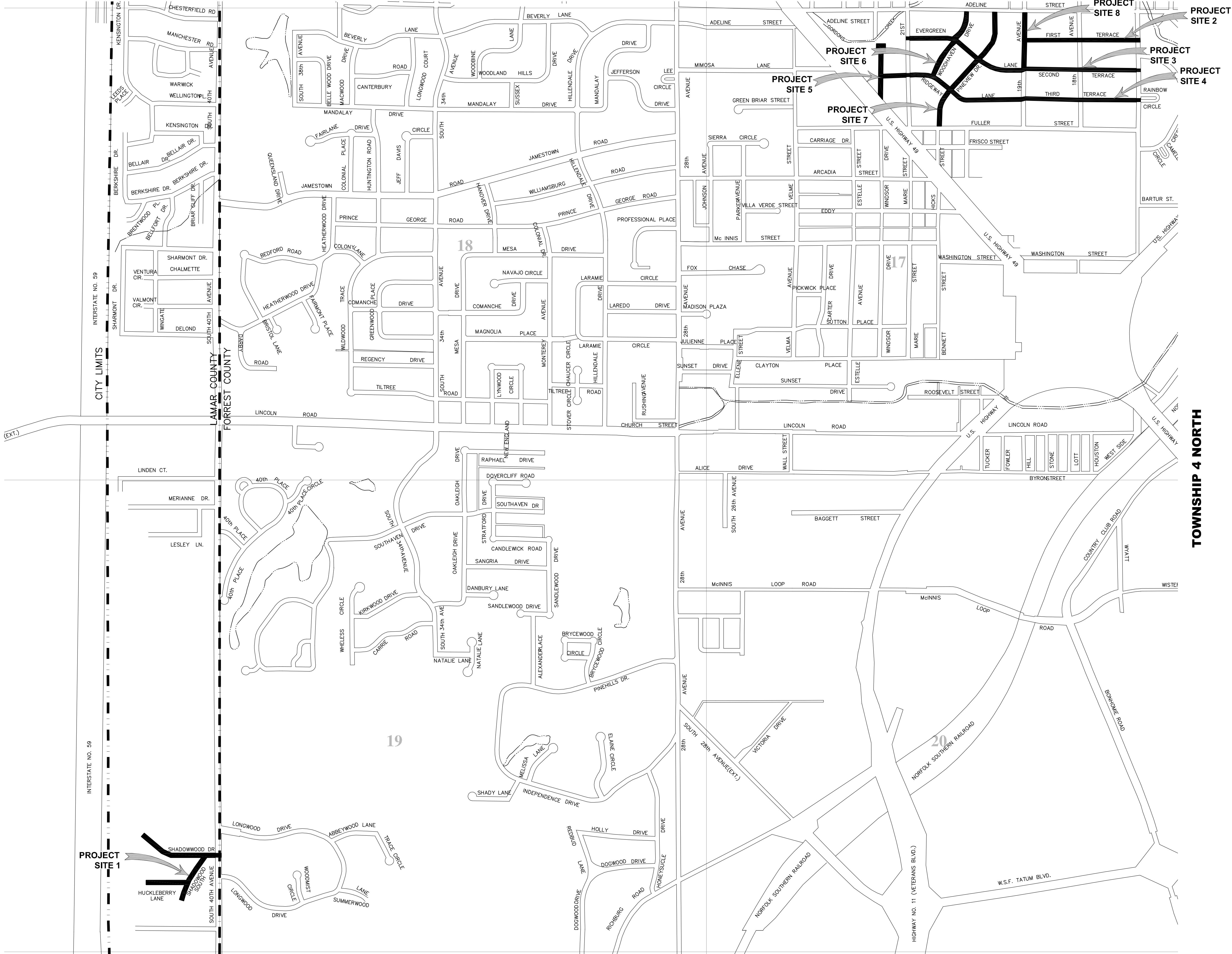
PREPARED BY:

sdw
Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Sheet No. 1
Drawing No.: 11275

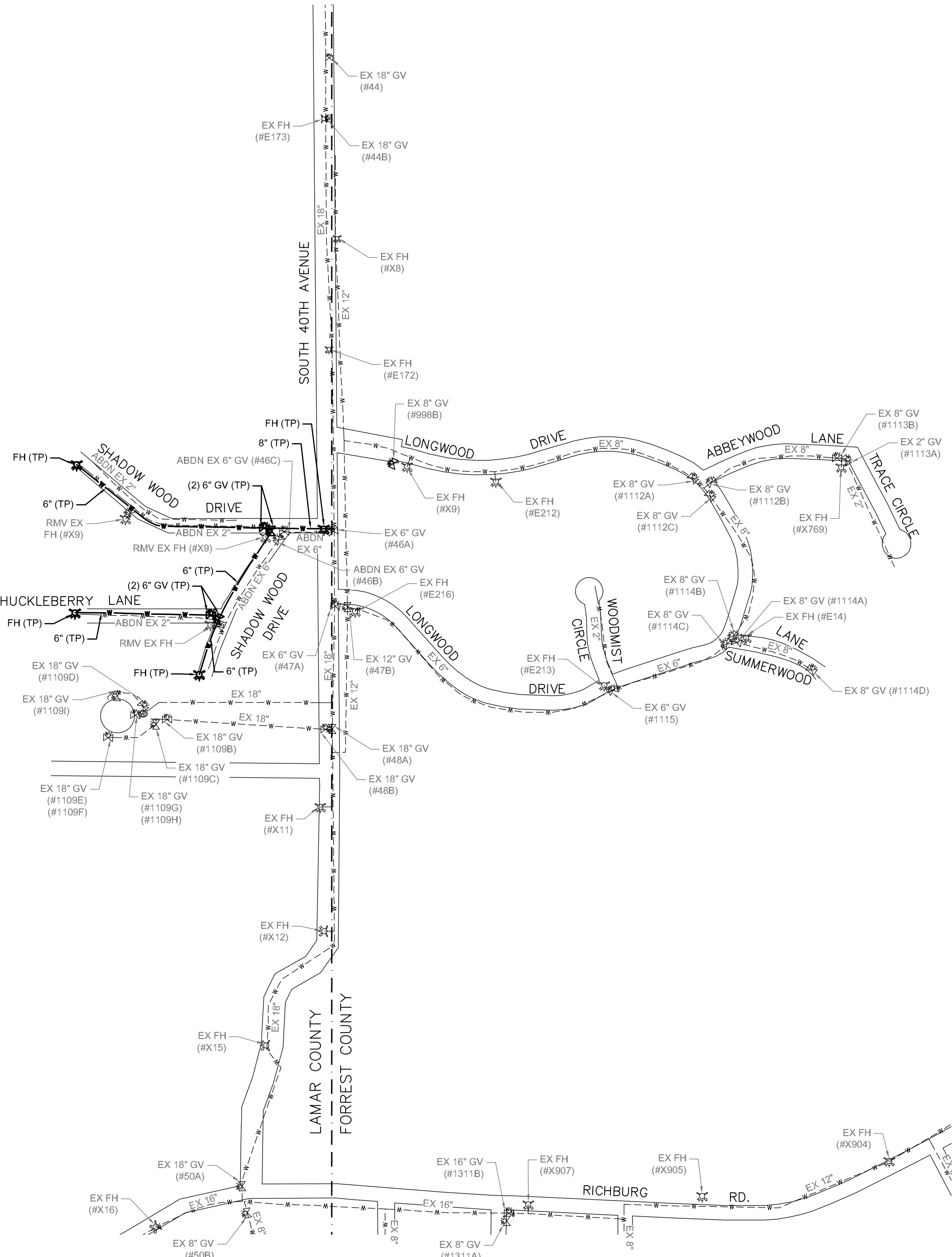
RANGE 13 WEST

TOWNSHIP 4 NORTH



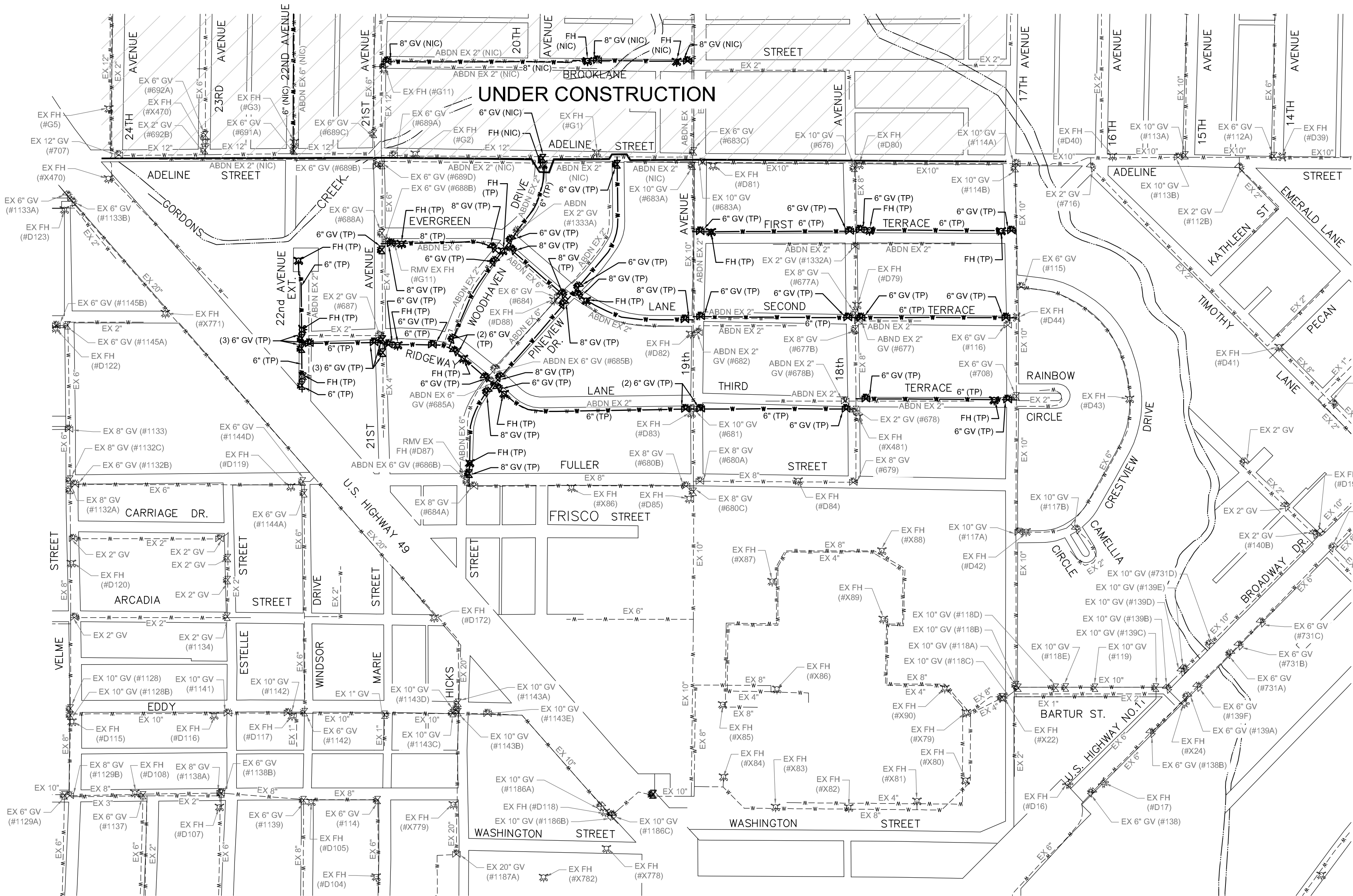
NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: AS NOTED	
Drawing No.: 11275		Sheet No. 2	

INTERSTATE NO. 59



SHADOWWOOD DRIVE & HUCKLEBERRY LANE AREA

SCALE: 1" = 300'



AUDUBON - WESTWOOD & LYNNWOOD NEIGHBORHOODS

SCALE: 1" = 300'

LEGEND:

- ABND - ABANDONED
- EX - EXISTING
- EXIST FIRE HYDRANT
- EXIST WATER VALVE
- FH - FIRE HYDRANT
- GV - GATE VALVE
- NIC - NOT IN CONTRACT
- RMV - REMOVED
- TP - THIS PROJECT

NO.	DATE	DESCRIPTION	BY
WATER SYSTEM MAPS			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: AS NOTED	
Drawing No.: 11275		Sheet No. 3	

ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CON	- CONNECTION
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
NIC	- NOT IN CONTRACT
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- BUSH
	- CREPE MYRTLE
	- FENCE
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIBER OPTIC PEDESTAL
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS VALVE
	- LIGHT ON POLE
	- MAIL BOX
	- OVERHEAD POWER LINE
	- POLE GUY WIRE
	- PROPERTY LINE
	- POWER PULL BOX
	- SAN SWR CLEAN-OUT
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR PUMP STATION
	- SIGN
	- SUBDIVISION LOT LINES
	- TELEPHONE PEDESTAL
	- TREE LINE
	- OVERHEAD TELEPHONE LINE
	- UTILITY POLE
	- WATER LINE
	- WATER METER
	- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

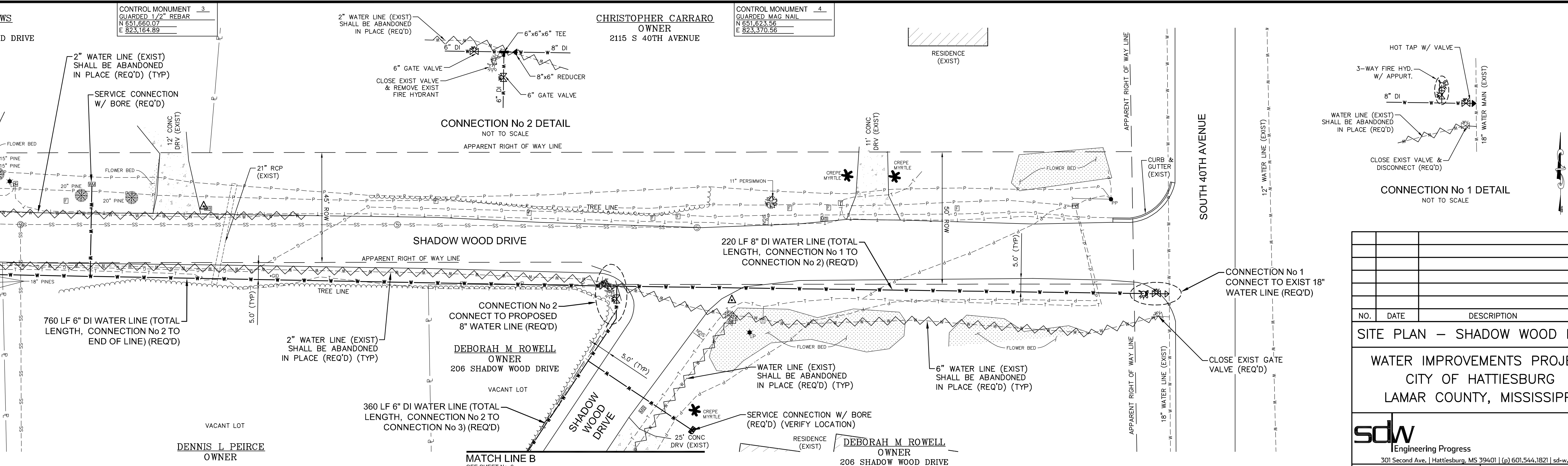
GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE DEPENDANT ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
 - GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
 - ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
- PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE 825. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

WATER NOTES

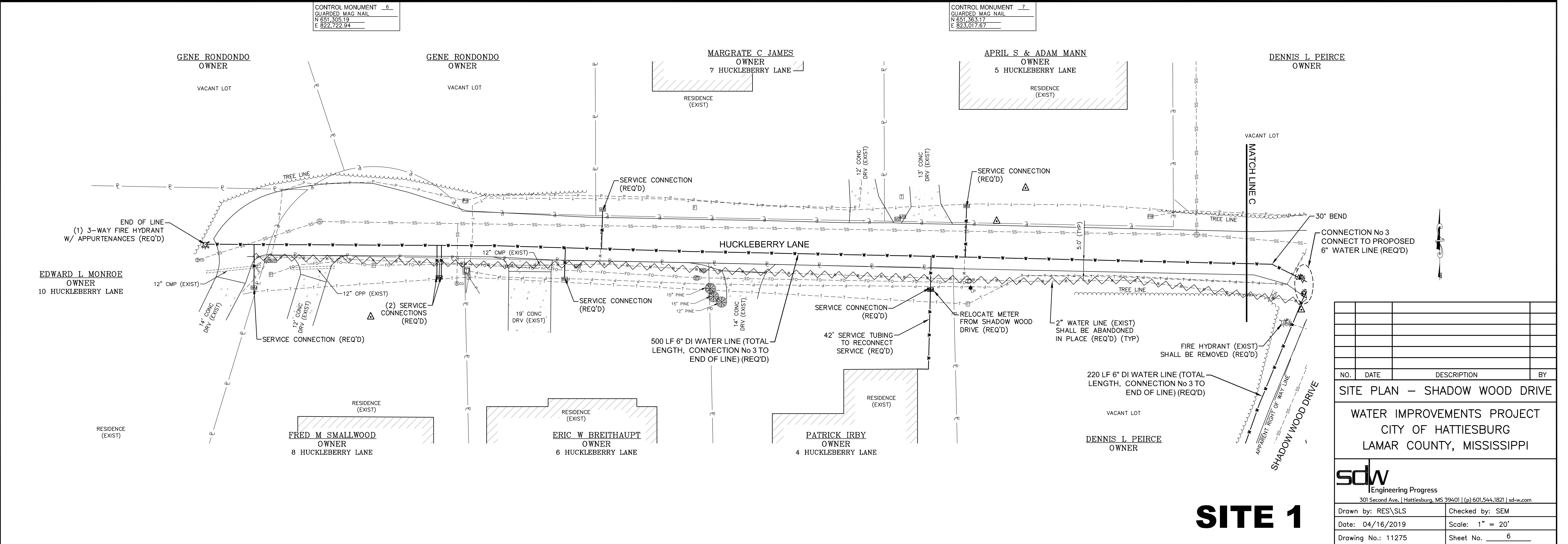
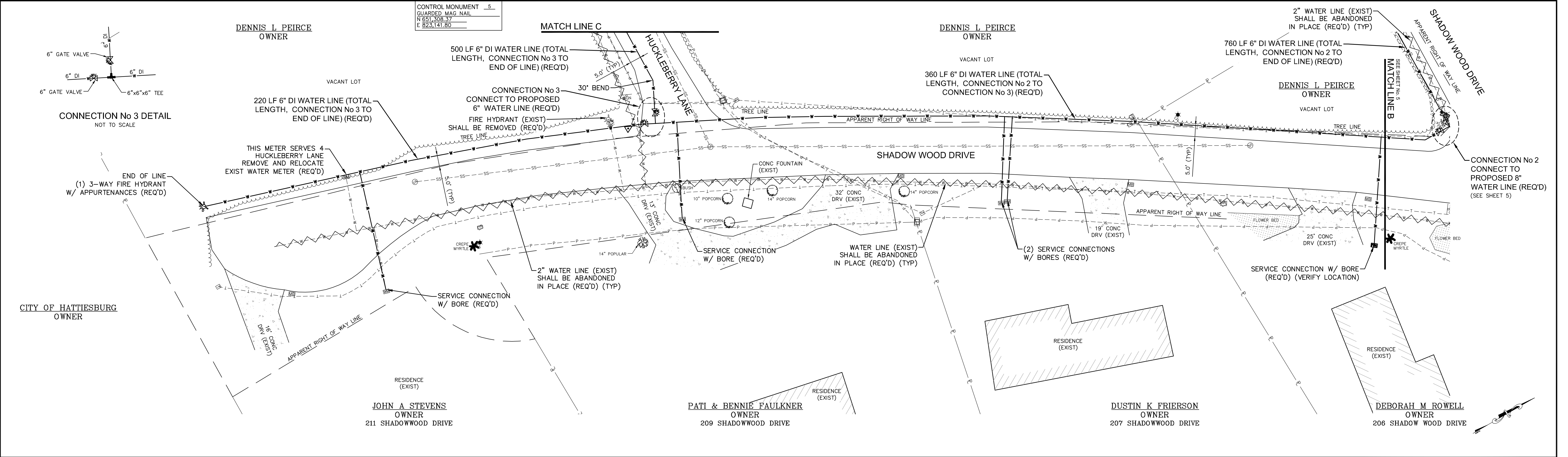
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR11, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
- ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
- A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED TO WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE CONNECTED TO A NEW WATER MAIN OR AN ADJACENT LARGE SIZE (4" DIAMETER AND OVER) WATER MAIN.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE.
 - SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO THE EXISTING METER.
 - NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.
 - METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER,

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. 4	



SITE 1

NO.	DATE	DESCRIPTION	BY
SITE PLAN – SHADOW WOOD DRIVE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
			
Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawn No.: 11275		Sheet No. <u>5</u>	



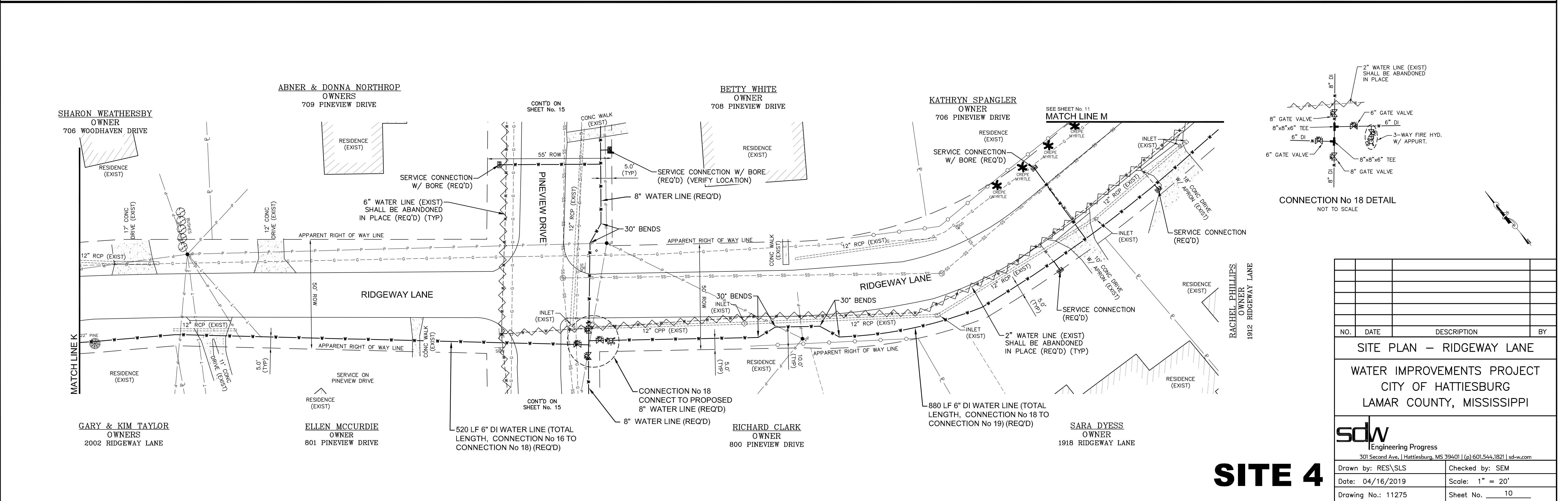
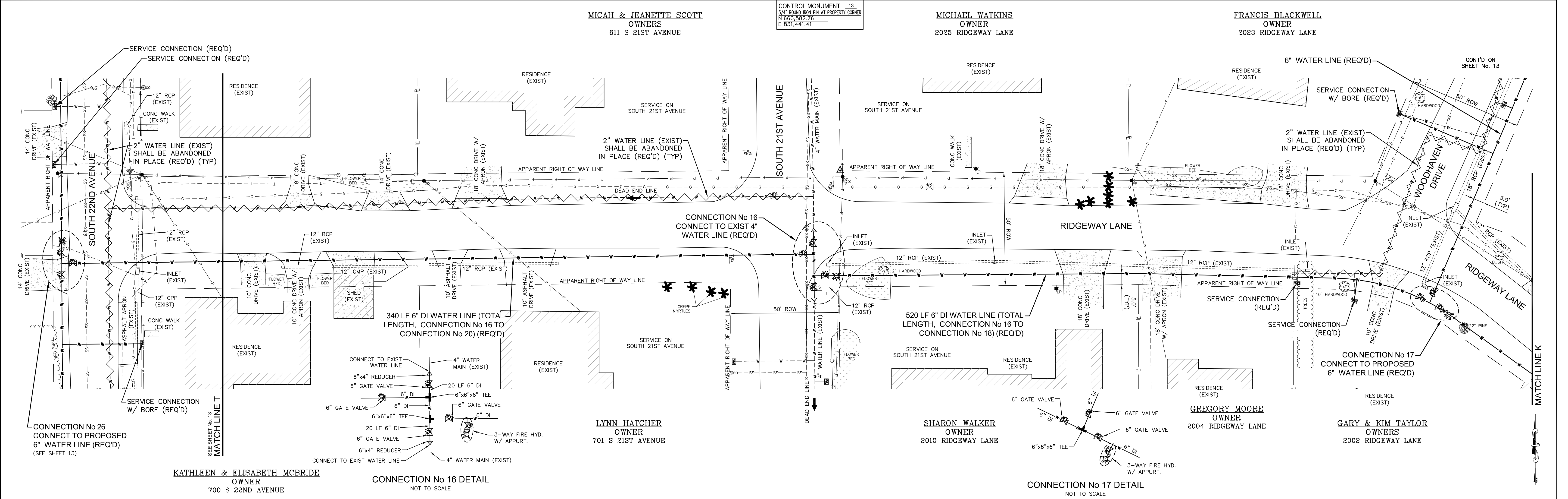
SITE 1

NO.	DATE	DESCRIPTION	BY
SITE PLAN – SHADOW WOOD DRIVE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 6	

G:\PROJECTS\Hattiesburg_City_of_11275 - Water Improvements For Audubon - Westwood and Lynnwood Neighborhoods\11275 CAD Files\11275 Design Site 1.dwg, 6/1/2019 8:15:54 AM



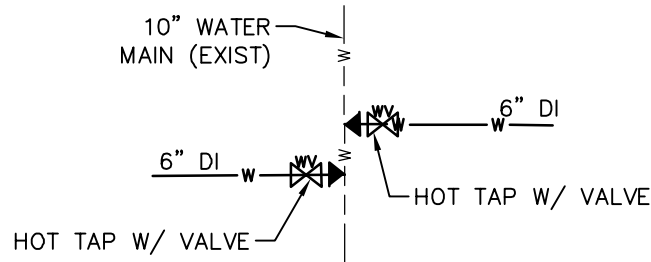
SITE 3



SITE 4

NO.	DATE	DESCRIPTION	BY
SITE PLAN - RIDGEWAY LANE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw			
Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No.: 10	

CONTROL MONUMENT - 14
3/4" ROUND IRON PIN AT PROPERTY CORNER
N 860.308.61
E 832.714.45



CONNECTION No 19 DETAIL
NOT TO SCALE

KATHRYN SPANGLER
OWNER
706 PINEVIEW DRIVE

ANTHONY LOK
OWNER
1913 RIDGEWAY LANE

ALLEN CAMPBELL
1911 RIDGEWAY LANE
PPIN 25058

DONALD & JESSICA DAVIS
OWNERS
1907 RIDGEWAY LANE

SAMUEL & STEPHANIE WALKIER
OWNERS
1905 RIDGEWAY LANE

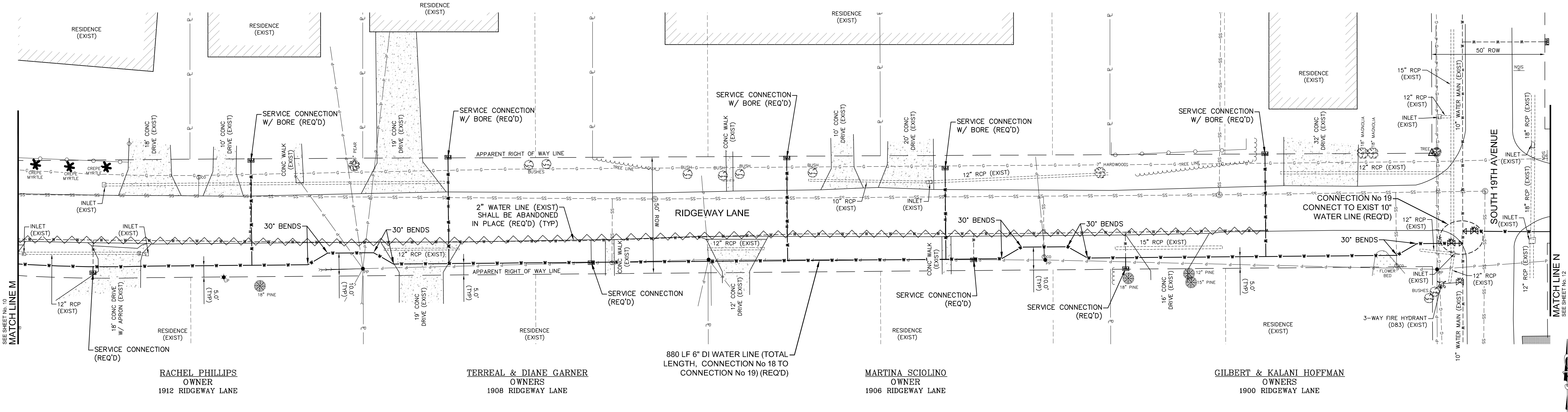
DOUGLAS & MARY RUST
OWNERS
711 S 19TH AVENUE

RACHEL PHILLIPS
OWNER
1912 RIDGEWAY LANE

TERREAL & DIANE GARNER
OWNERS
1908 RIDGEWAY LANE

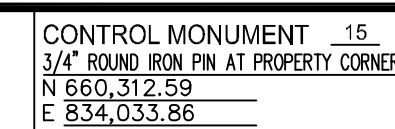
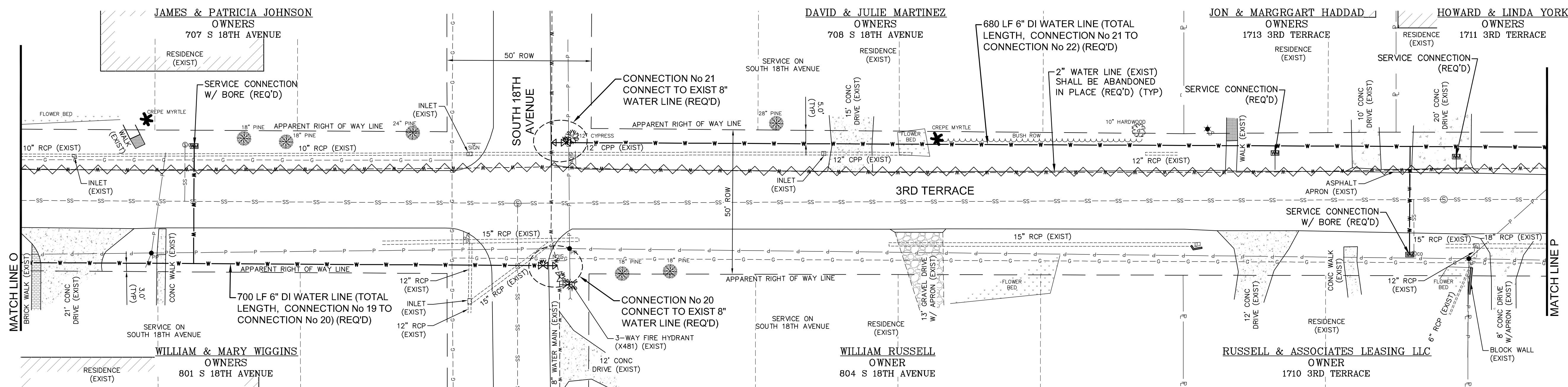
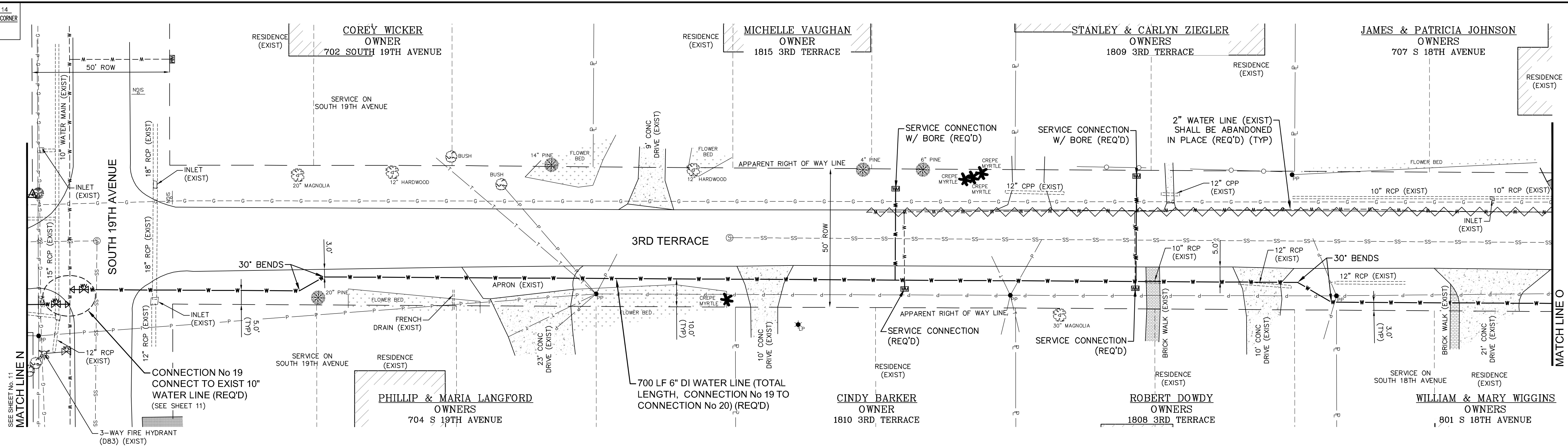
MARTINA SCIOLINO
OWNER
1906 RIDGEWAY LANE

GILBERT & KALANI HOFFMAN
OWNERS
1900 RIDGEWAY LANE



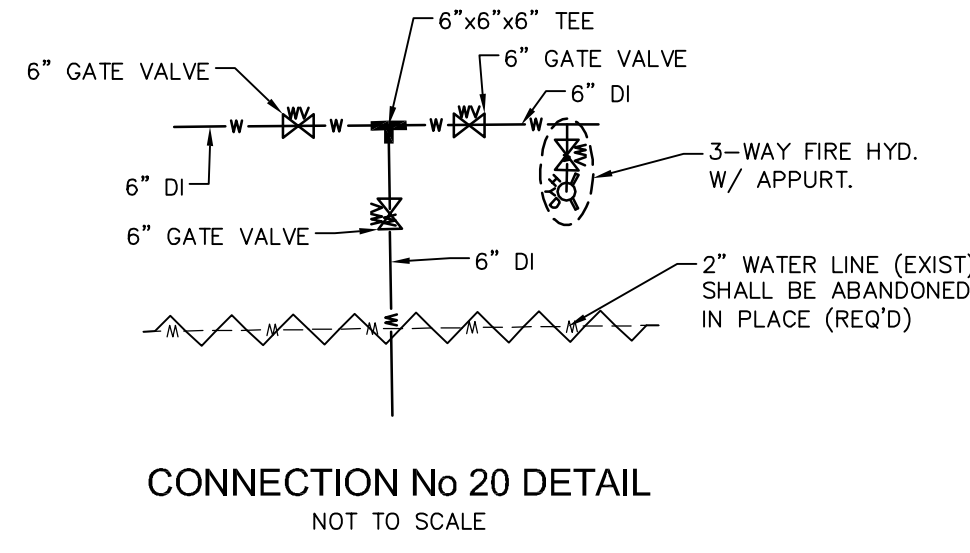
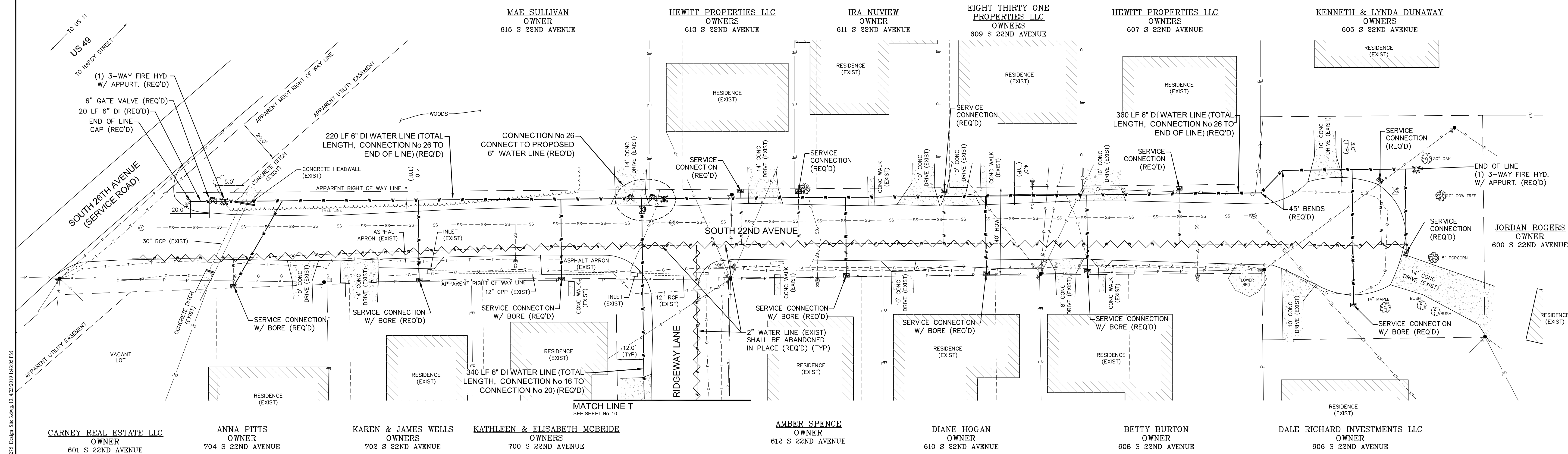
NO.	DATE	DESCRIPTION	BY
SITE PLAN — RIDGEWAY LANE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 11	

SITE 4



SITE 4

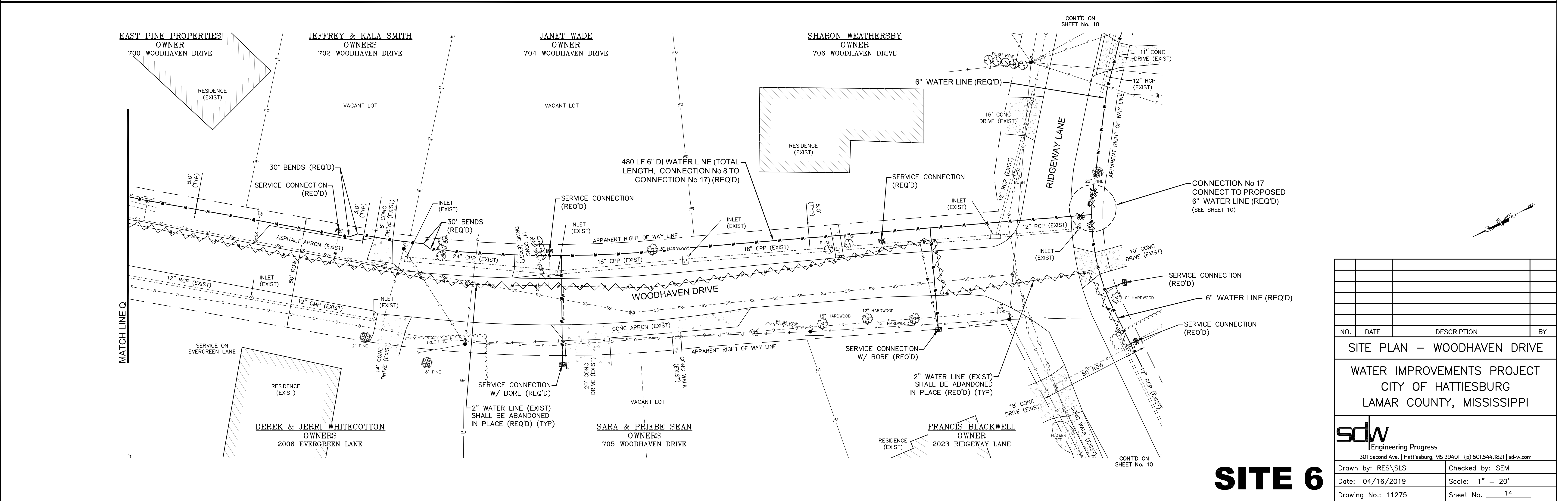
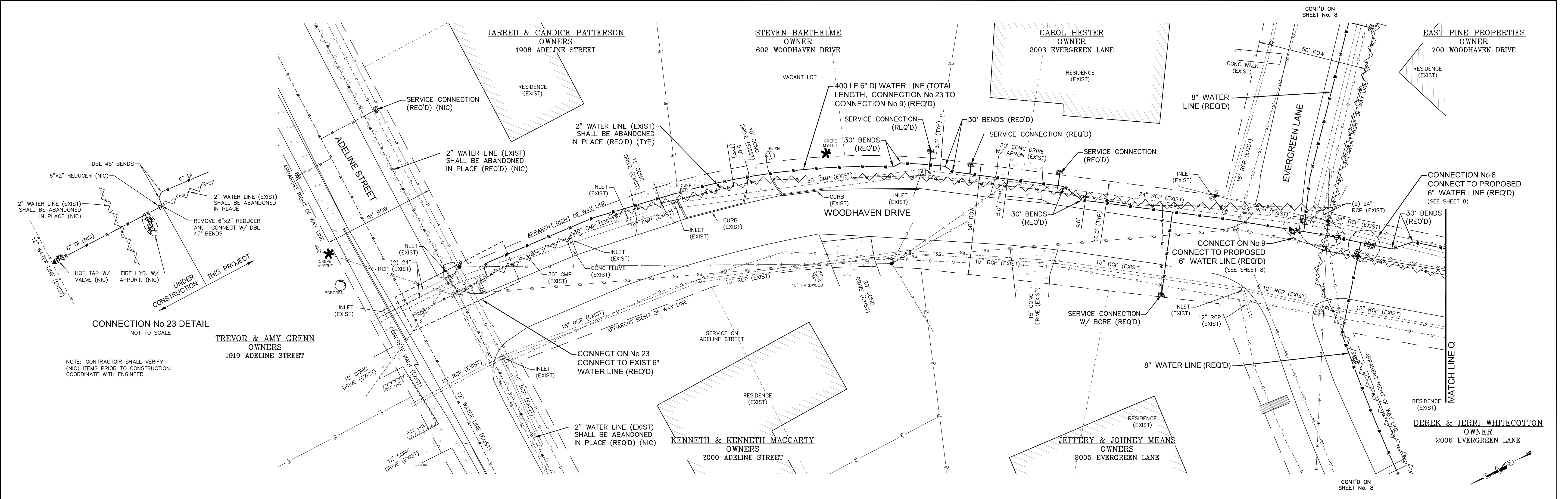
G:\PROJECTS\Hattiesburg_City of 11275 - Water Improvements For Audubon - Westwood and Lynnwood Neighborhoods\11275 CAD Files\11275 CAD Files\11275.dwg, 13, 4/23/2019 1:44:06 PM



SITE 5

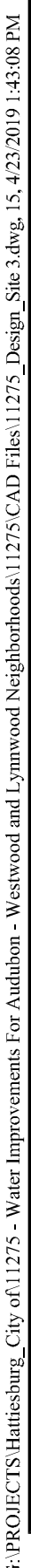
NO.	DATE	DESCRIPTION	BY
SITE PLAN – SOUTH 22ND AVENUE			
WATER IMPROVEMENTS PROJECT CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 13	

G:\PROJECTS\Hattiesburg_City of 1275 - Water Improvements For Audubon - Westwood and Lyndonwood Neighborhoods\1275 CAD Files\1275 Design Site 3.dwg, 14, 4/23/2019 1:45:06 PM



SITE 6

NO.	DATE	DESCRIPTION	BY
SITE PLAN – WOODHAVEN DRIVE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 14	



NO.	DATE	DESCRIPTION	BY
SITE PLAN – PINEVIEW DRIVE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			

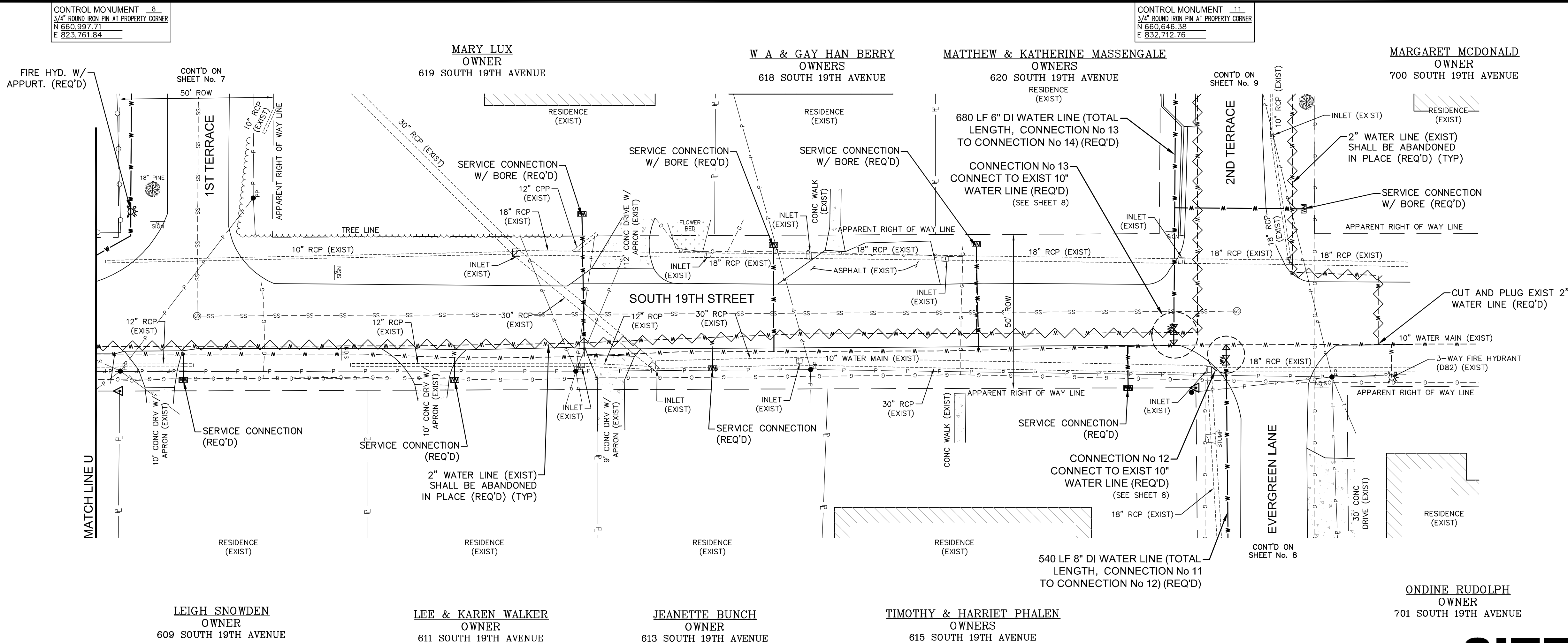
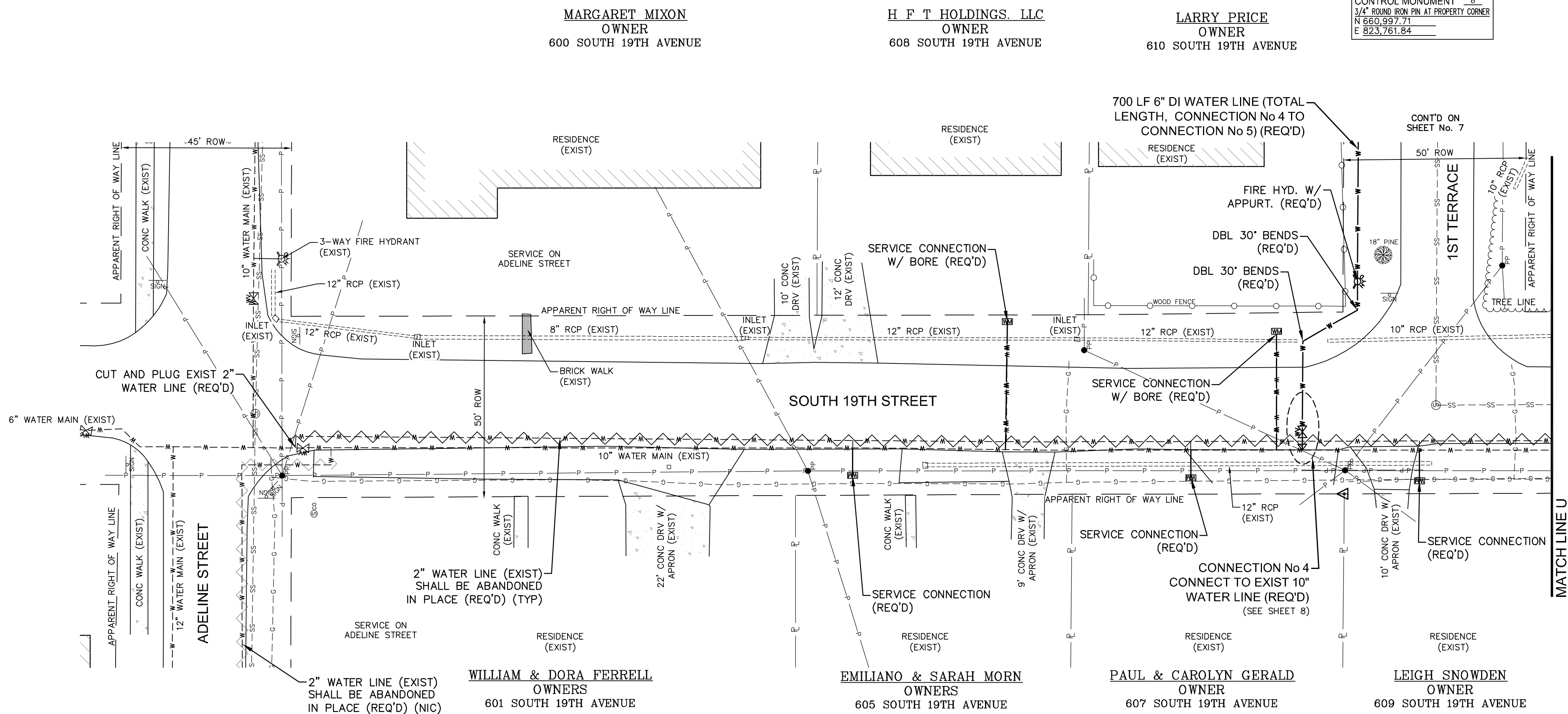


Engineering Progress

301 Second Ave., | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

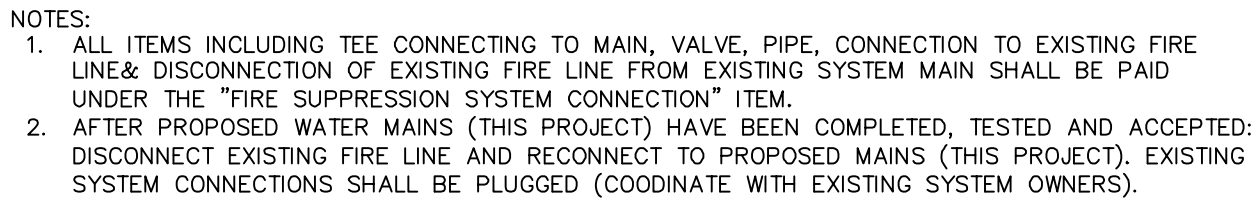
Drawn by: RES\SLS	Checked by: SEM
Date: 04/16/2019	Scale: 1" = 20'
Drawing No.: 11275	Sheet No. <u> 15 </u>

G:\PROJECTS\Hattiesburg_City of 11275 - Water Improvements For Audubon - Westwood and Lynnwood Neighborhoods\11275 CAD Files\11275 - Design Site 3.dwg, 16, 4/23/2019 1:43:10 PM

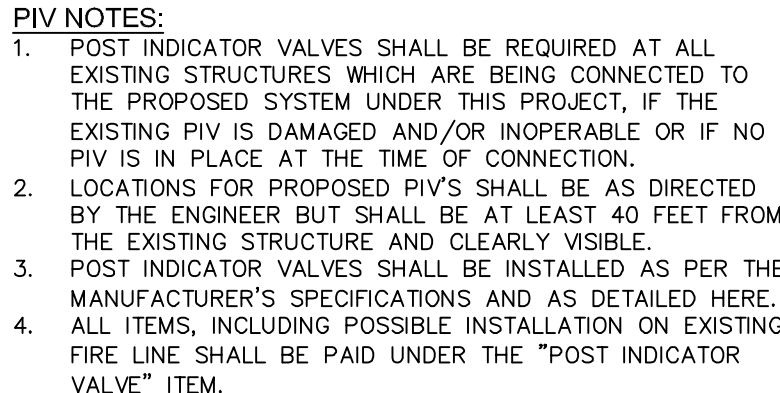


NO.	DATE	DESCRIPTION	BY
SITE PLAN – SOUTH 19TH AVENUE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 16	

SITE 8



(UNPAVED AREA)



(PAVED AREA)



(UNPAVED AREA)

WATER INSTALLATION DETAILS

WATER SYSTEM IMPROVEMENTS
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI



Engineering Progress

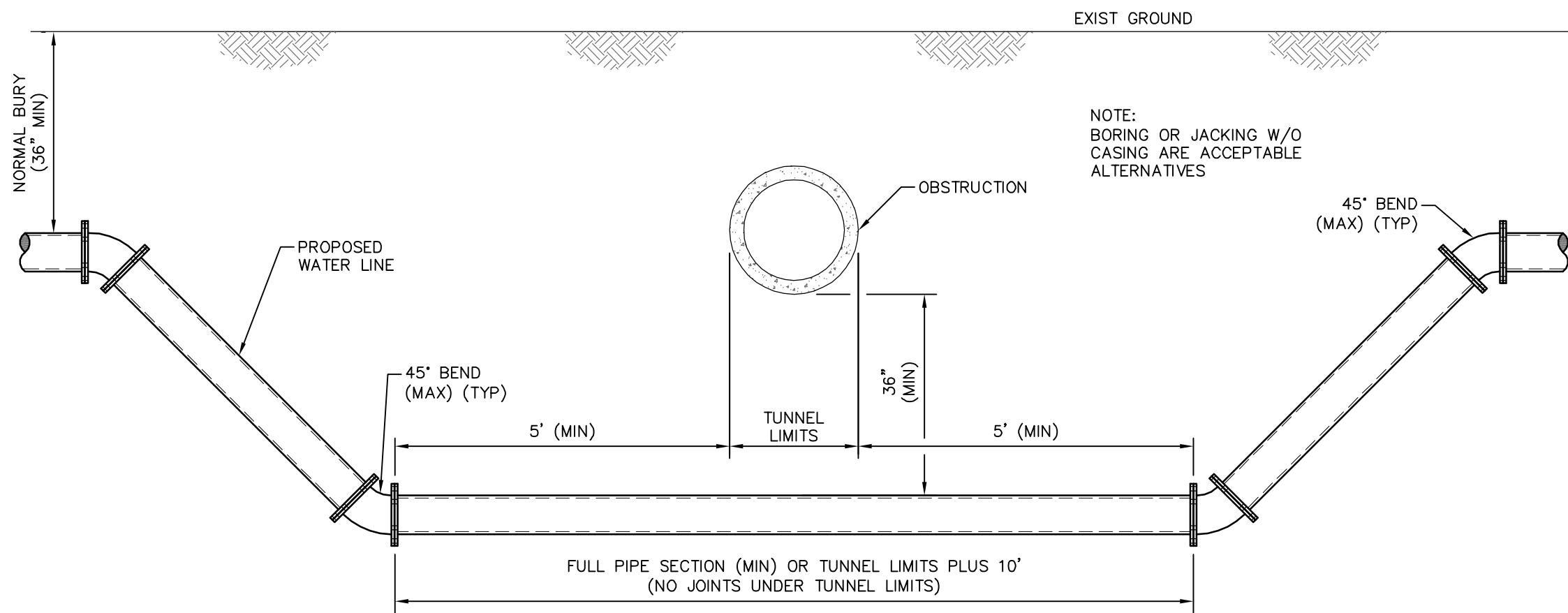
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Drawn by: RES/SLS	Checked by: SEM
-------------------	-----------------

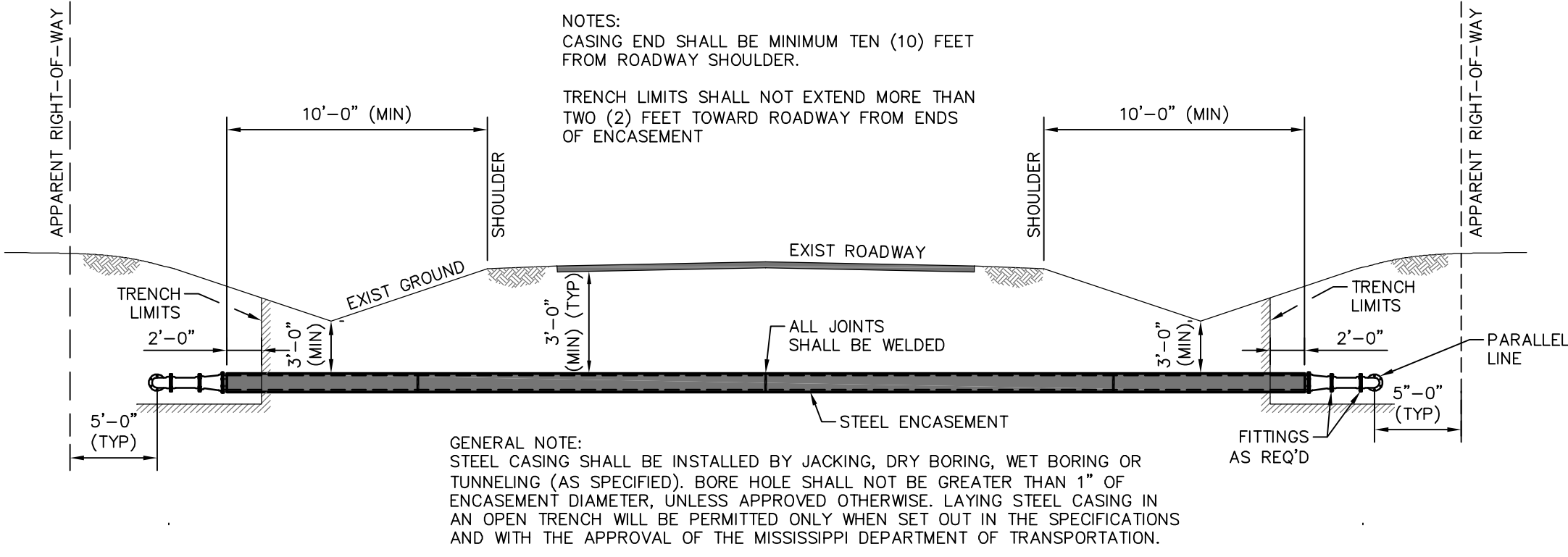
Date: 04/16/2018	Scale: NONE
------------------	-------------

Date: 04/18/2019	Scale: NONE

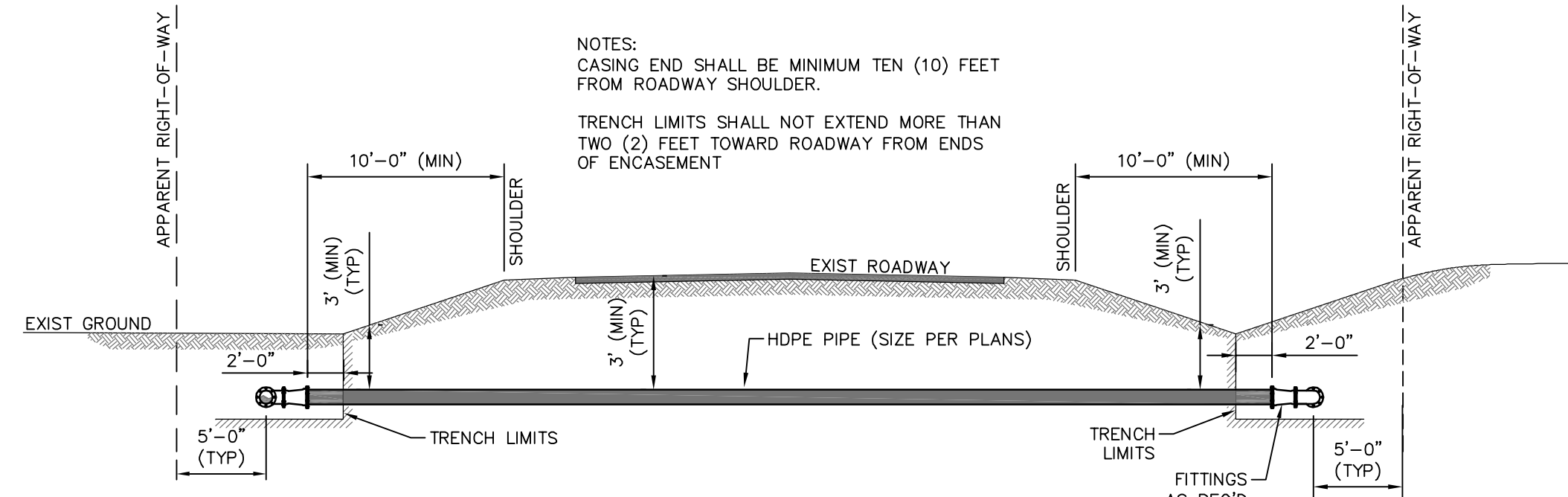
G:\PROJECTS\Hattiesburg_City of 11275 - Water Improvements For Audubon - Westwood and Lynnwood Neighborhoods\11275 CAD Files\11275_Water Improvements For Audubon - Westwood and Lynnwood Neighborhoods.dwg, 18, 222, 2019.8.31.10 AM



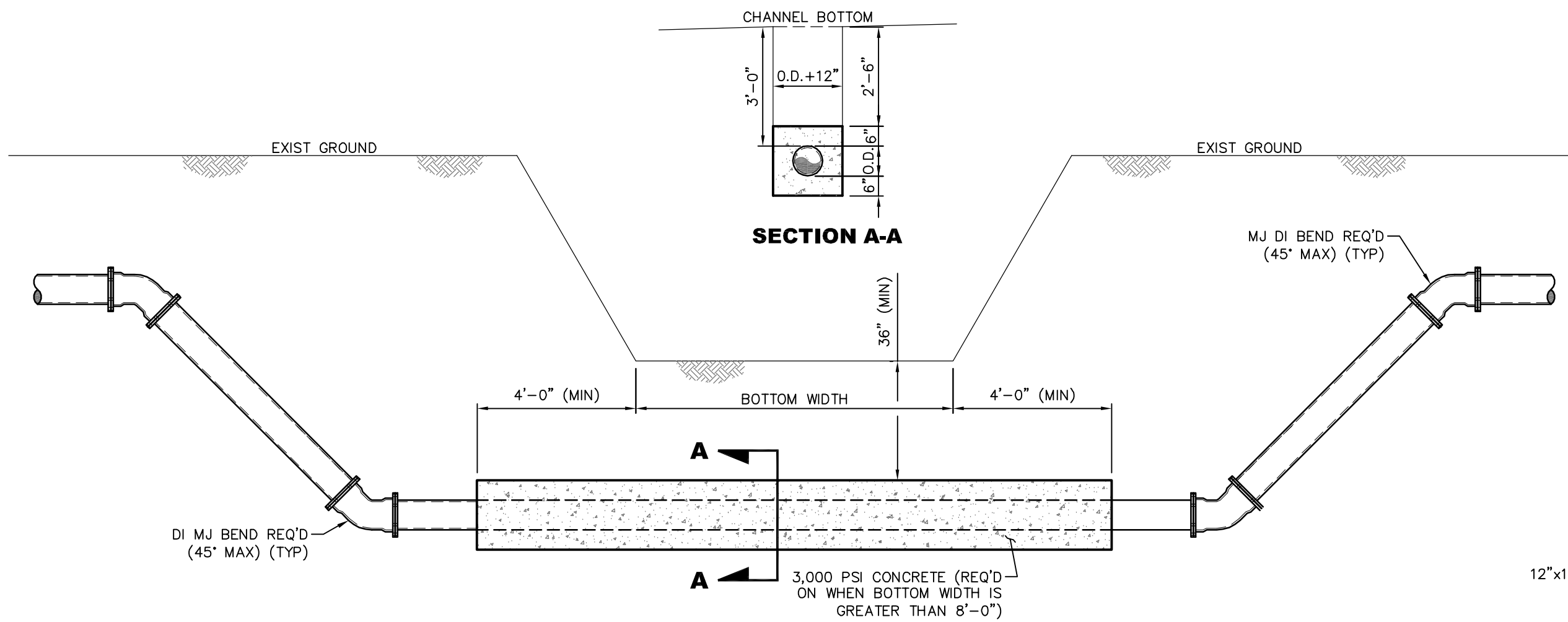
OBSTRUCTION CROSSING DETAIL



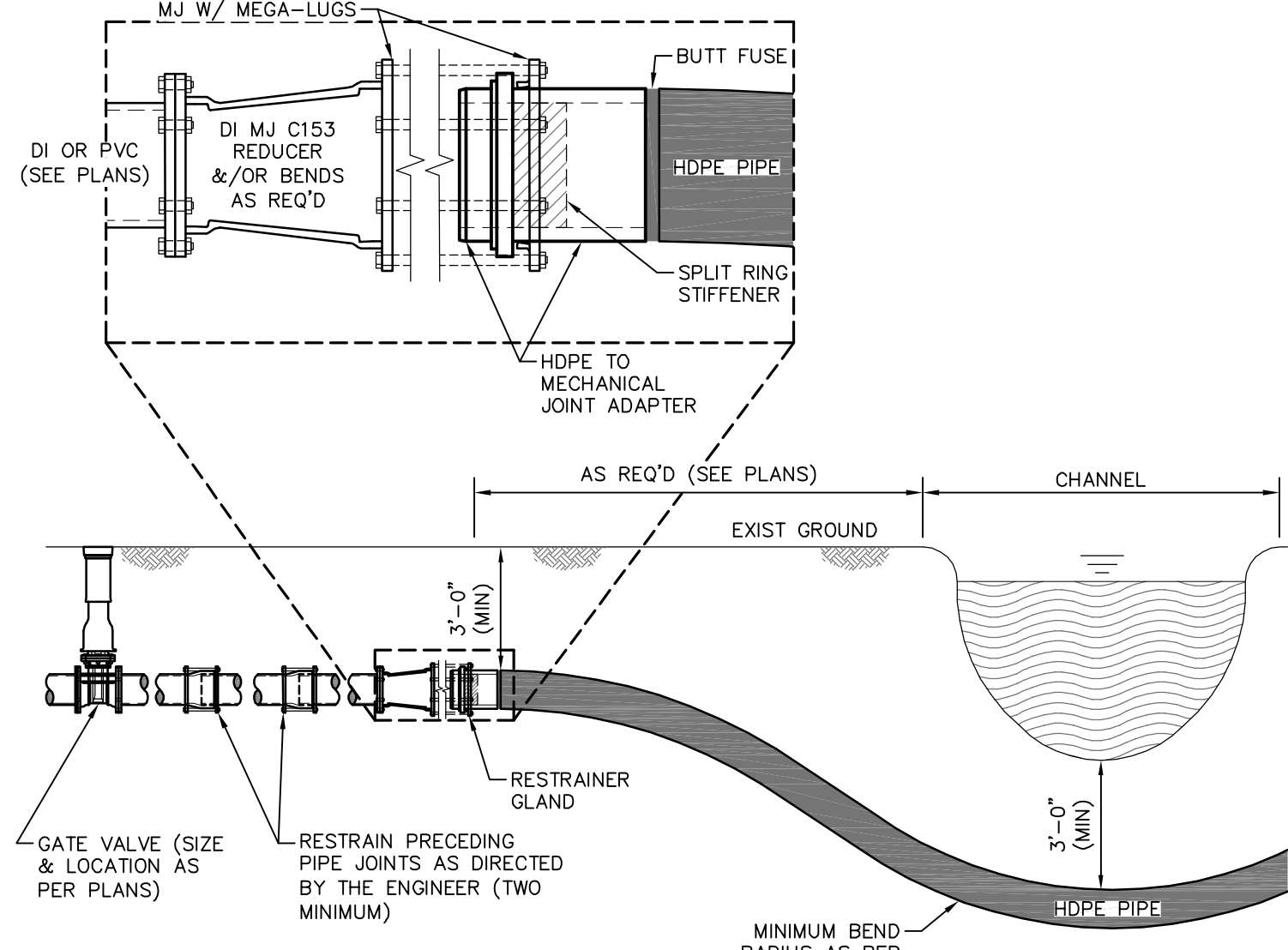
BORED ROADWAY CROSSING & WATER LINE PARALLELING



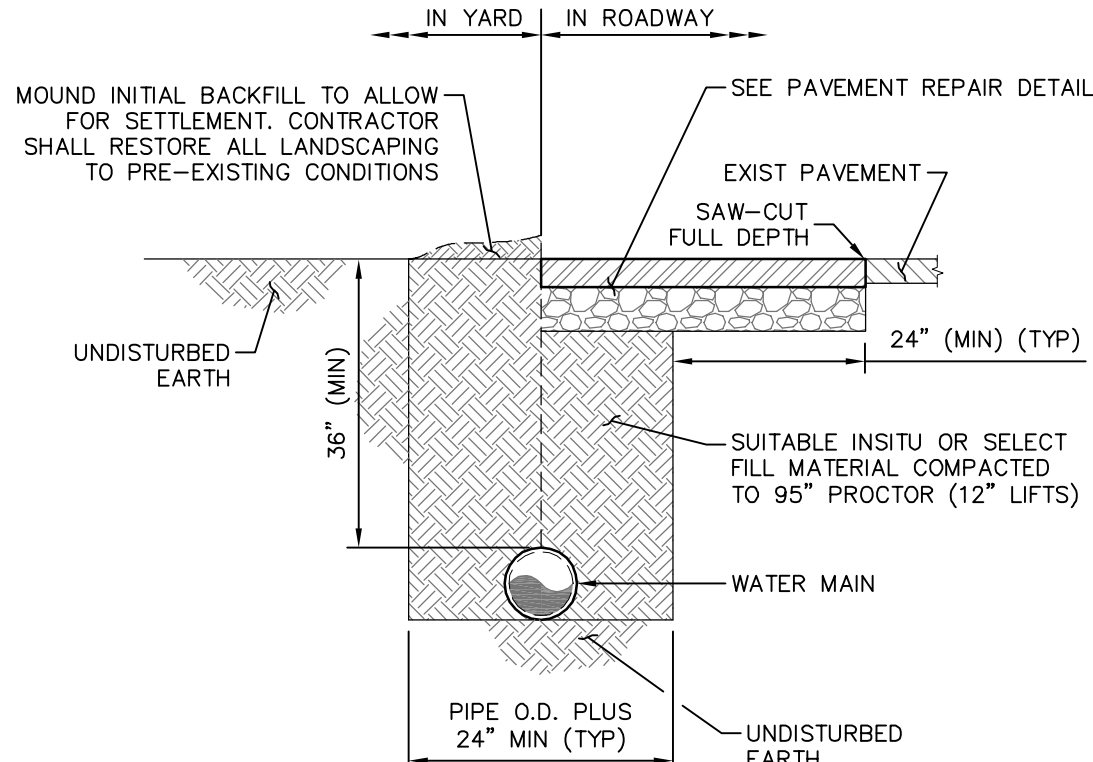
HDPE DIRECTIONAL BORE ROADWAY CROSSING & WATER LINE PARALLELING



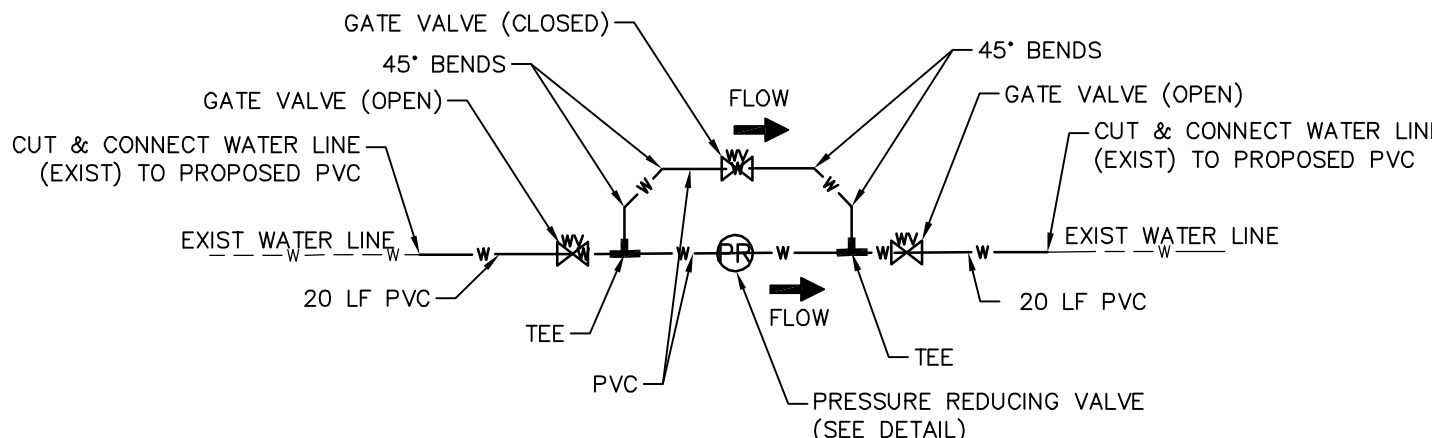
OPEN CUT DRY CHANNEL CROSSING DETAIL (NON-PAVED)



DIRECTIONAL BORE CHANNEL CROSSING DETAIL
(LEFT HALF SHOWN, RIGHT HALF SIMILAR)

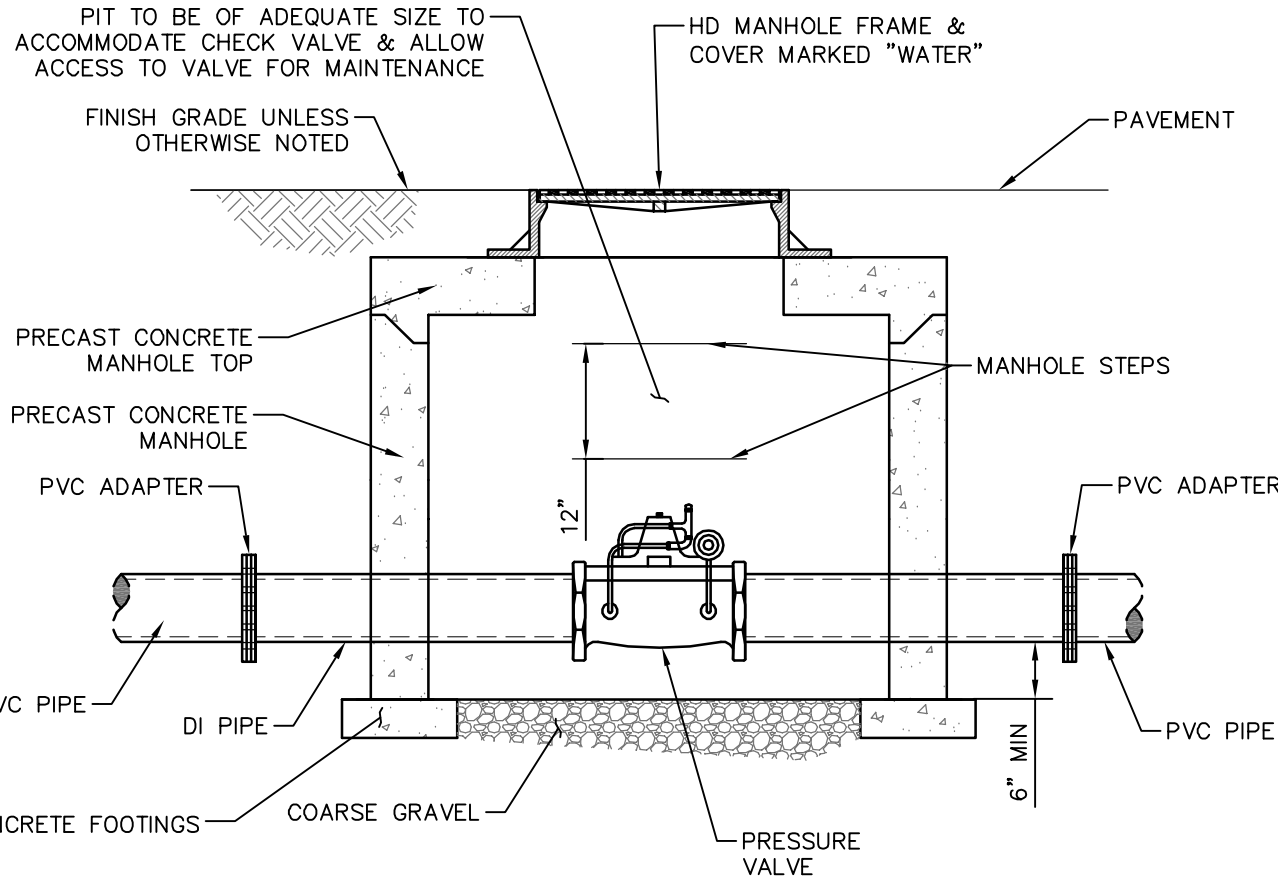


TYPICAL TRENCH DETAIL



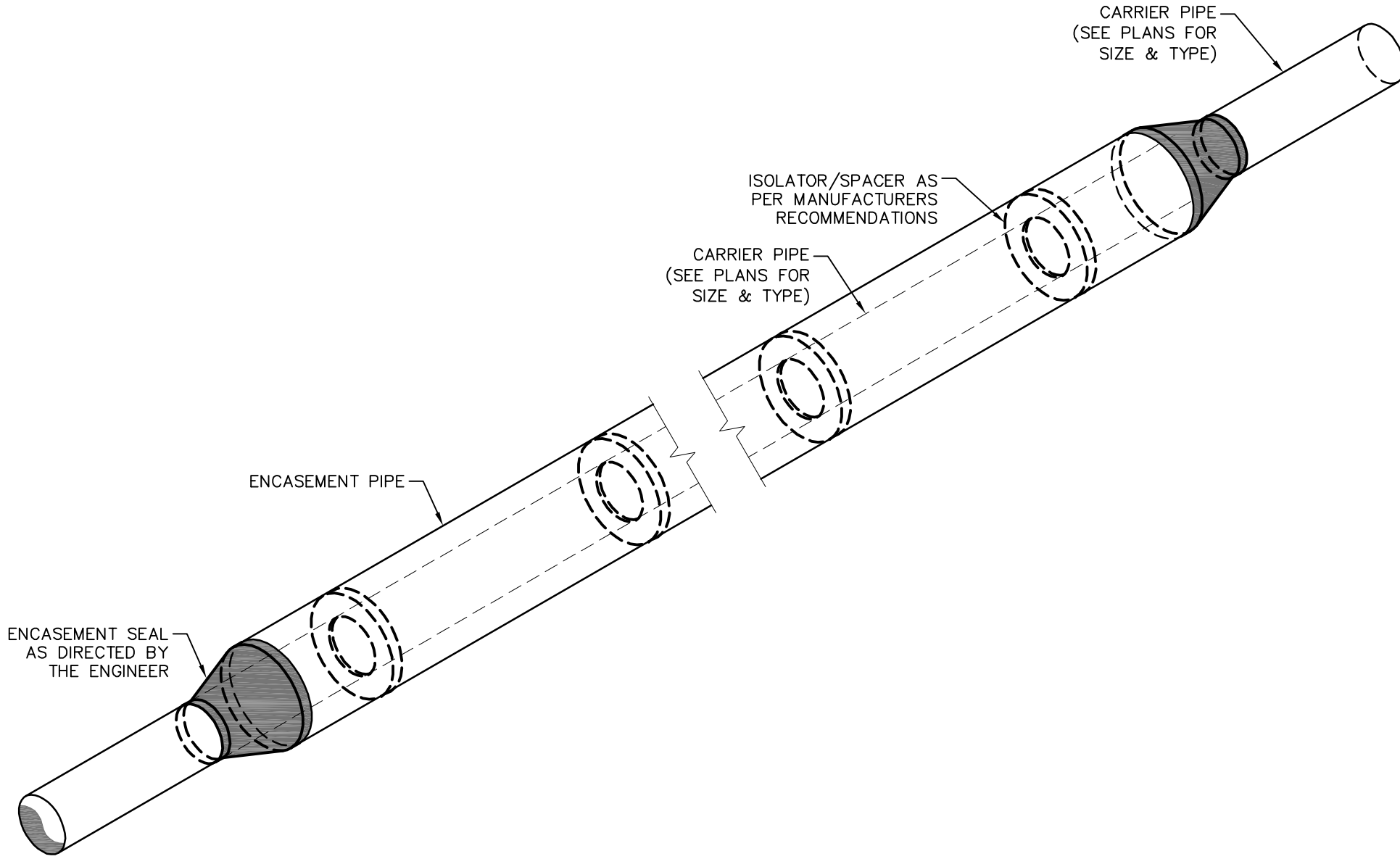
PRESSURE REDUCING VALVE WITH BYPASS DETAIL

NOTE: ALL ITEMS SHOWN IN DETAIL ARE INCLUDED IN PRESSURE REDUCING VALVE BID ITEM.

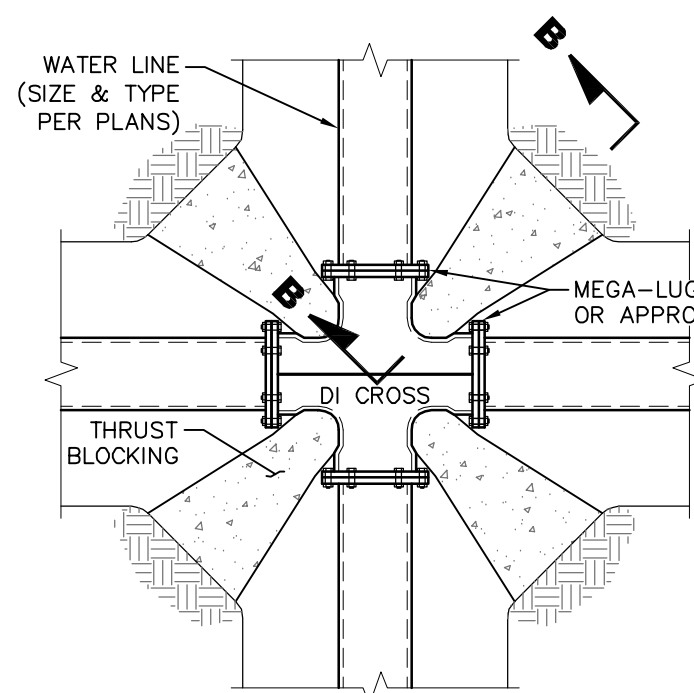


HEAVY DUTY COVER & FRAME V-1115 OR USF 370 WITH OUT HOLES ONLY
HEAVY DUTY WATERTIGHT COVER & FRAME V-2115-3 AGS WITH OUT HOLES, WITH GASKET & BOLTS ONLY

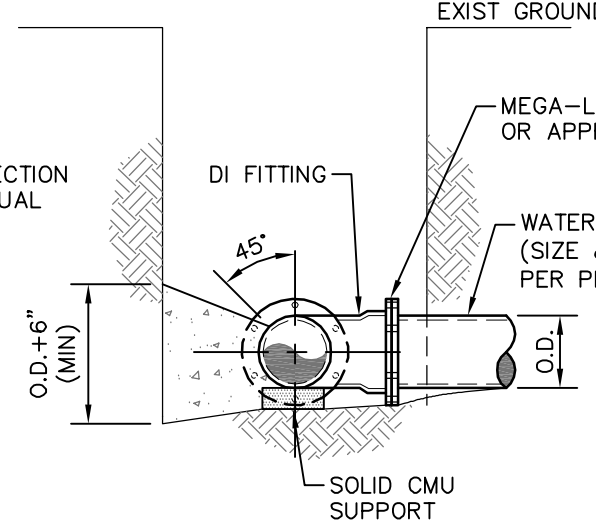
PRESSURE REDUCING VALVE DETAIL



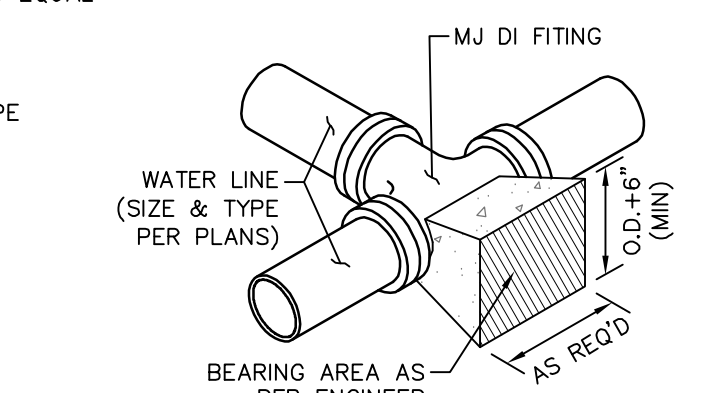
CARRIER PIPE SUPPORT IN STEEL ENCASEMENT ISOMETRIC DETAIL



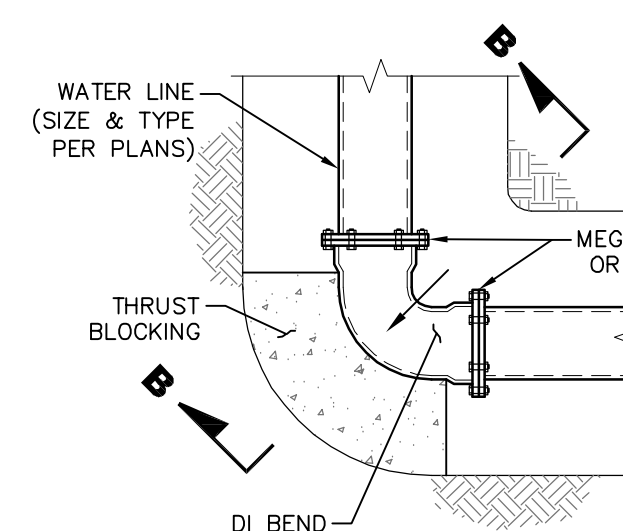
CROSSES



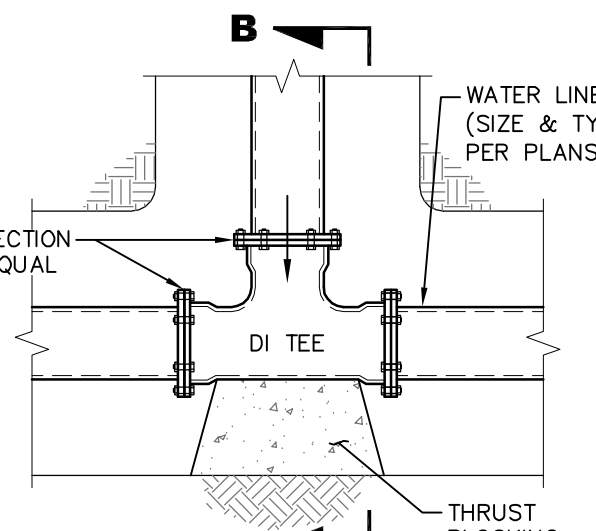
SECTION B-B



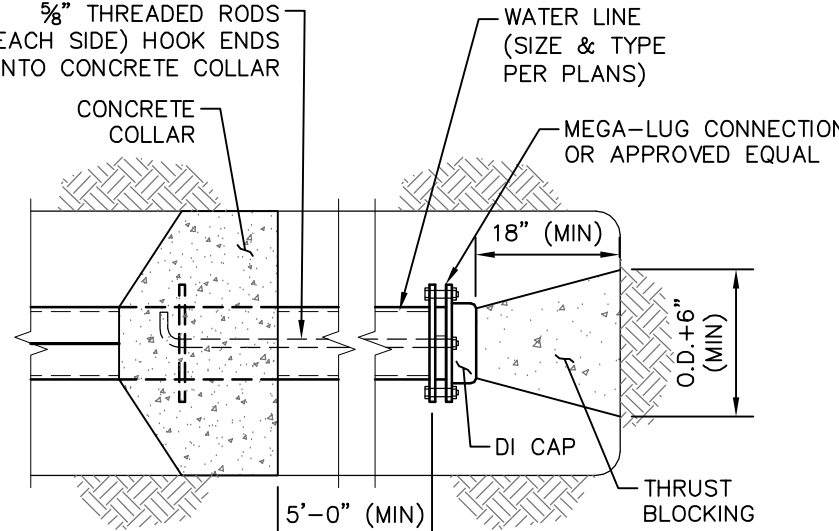
ISOMETRIC



BENDS



TEES

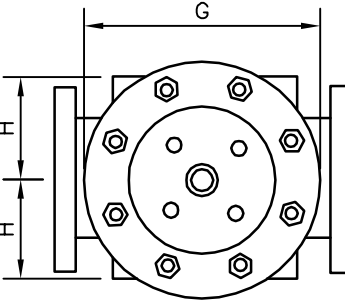
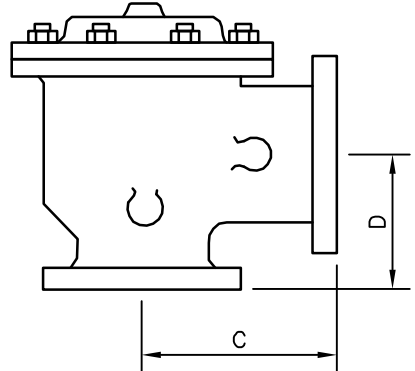
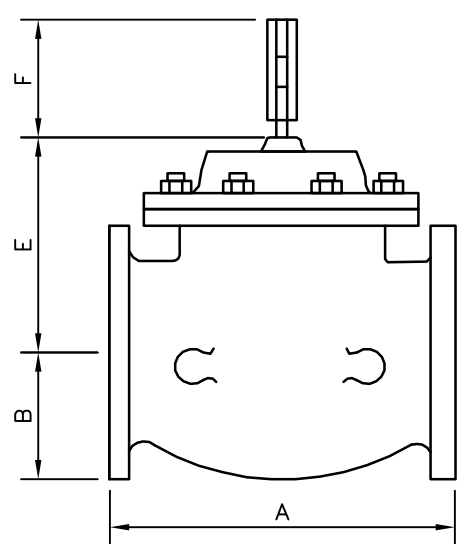


PLUGS

THRUST BLOCKING DETAILS

PRESSURE VALVE DIMENSIONS (INCHES)

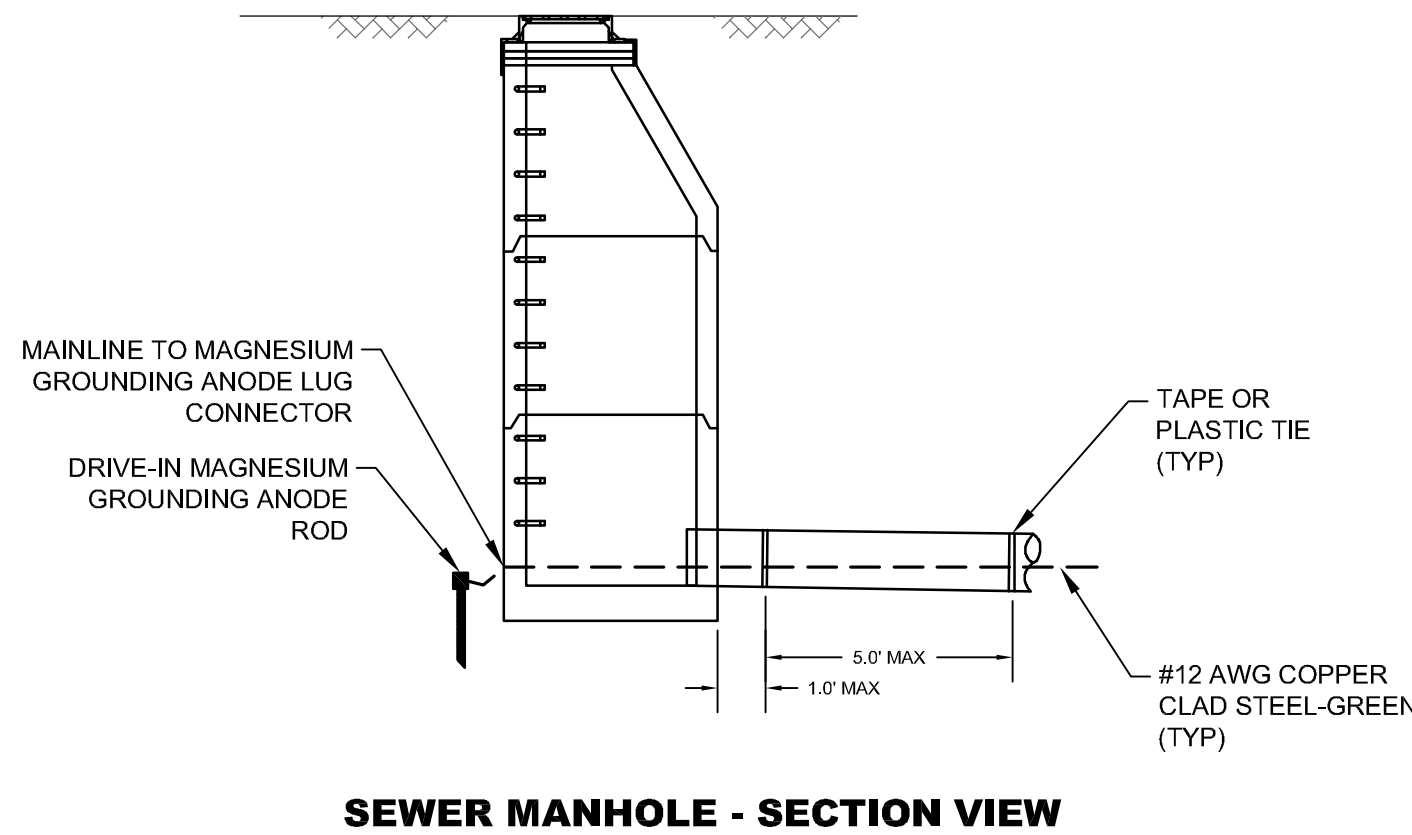
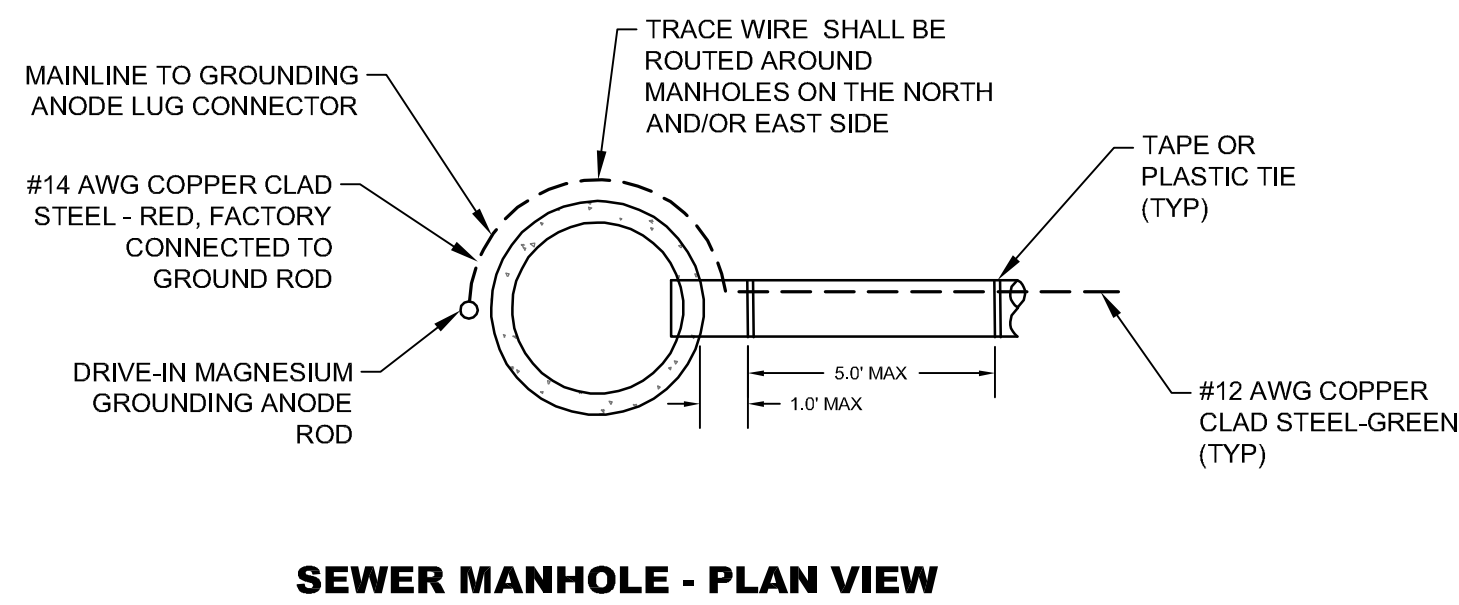
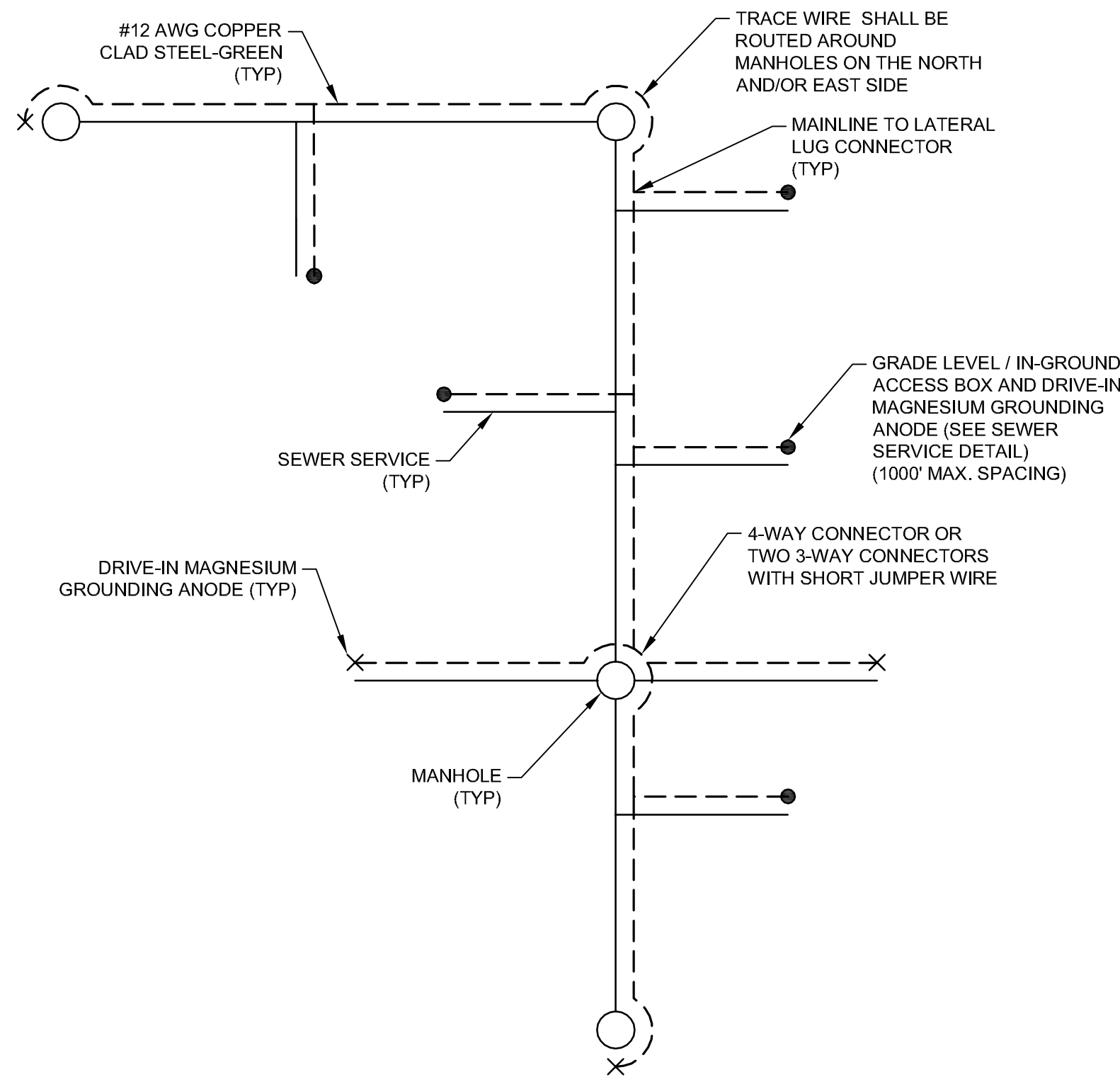
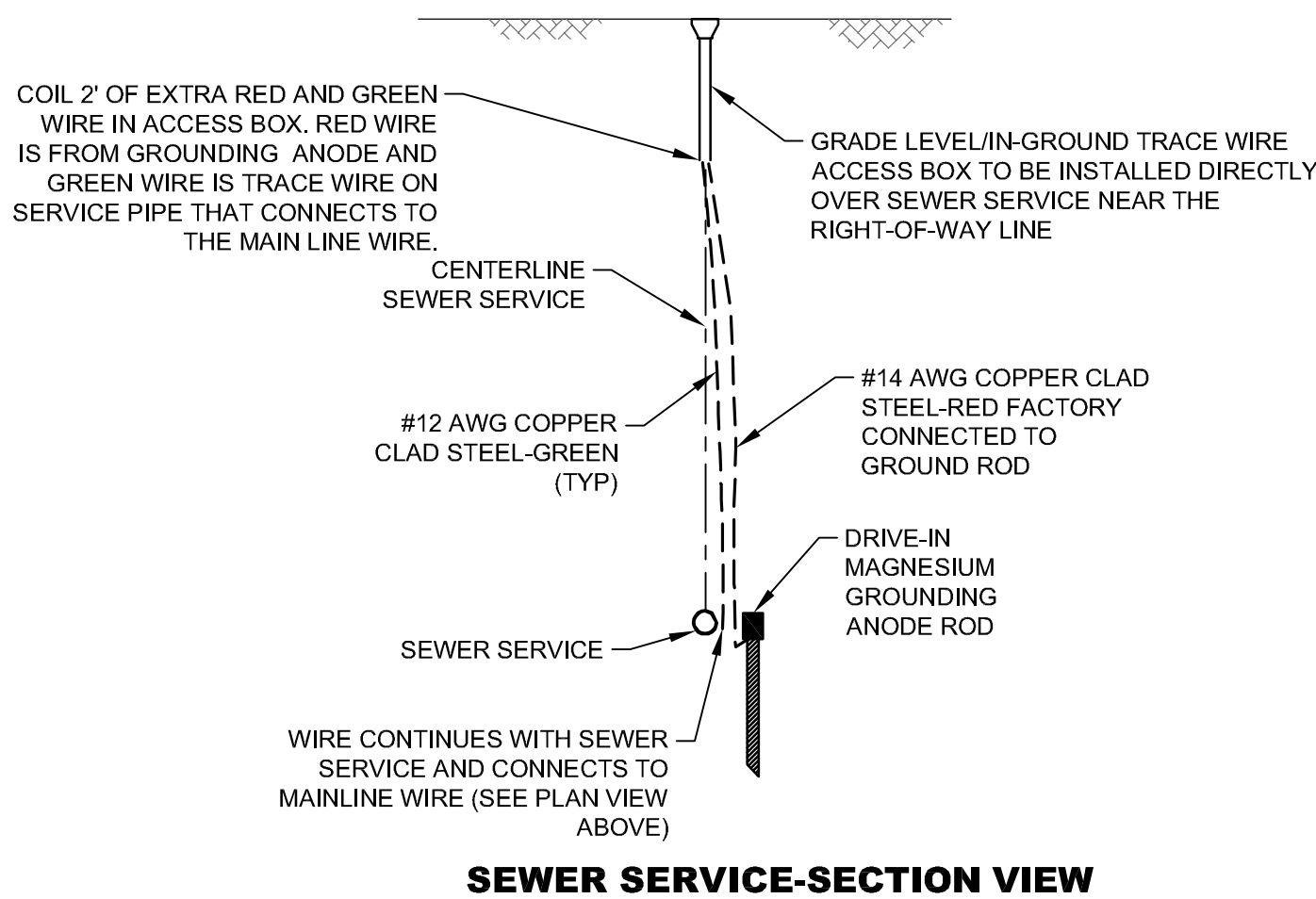
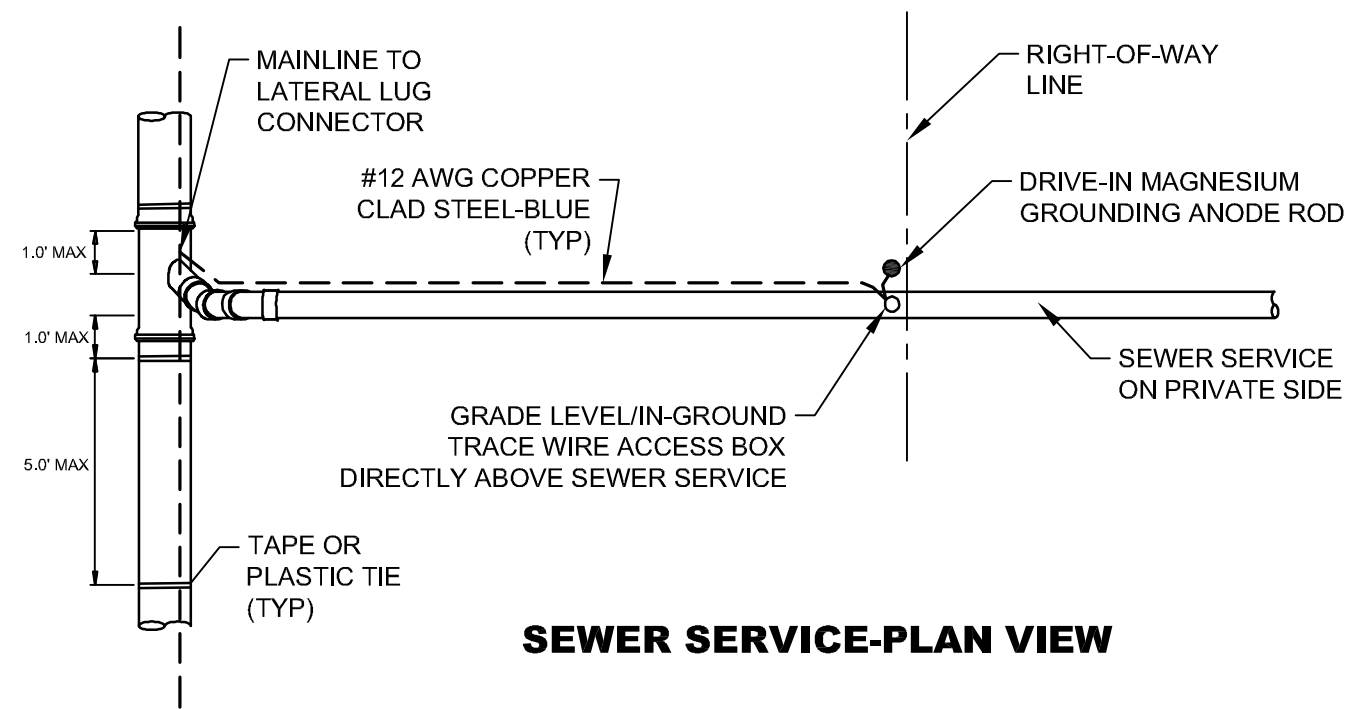
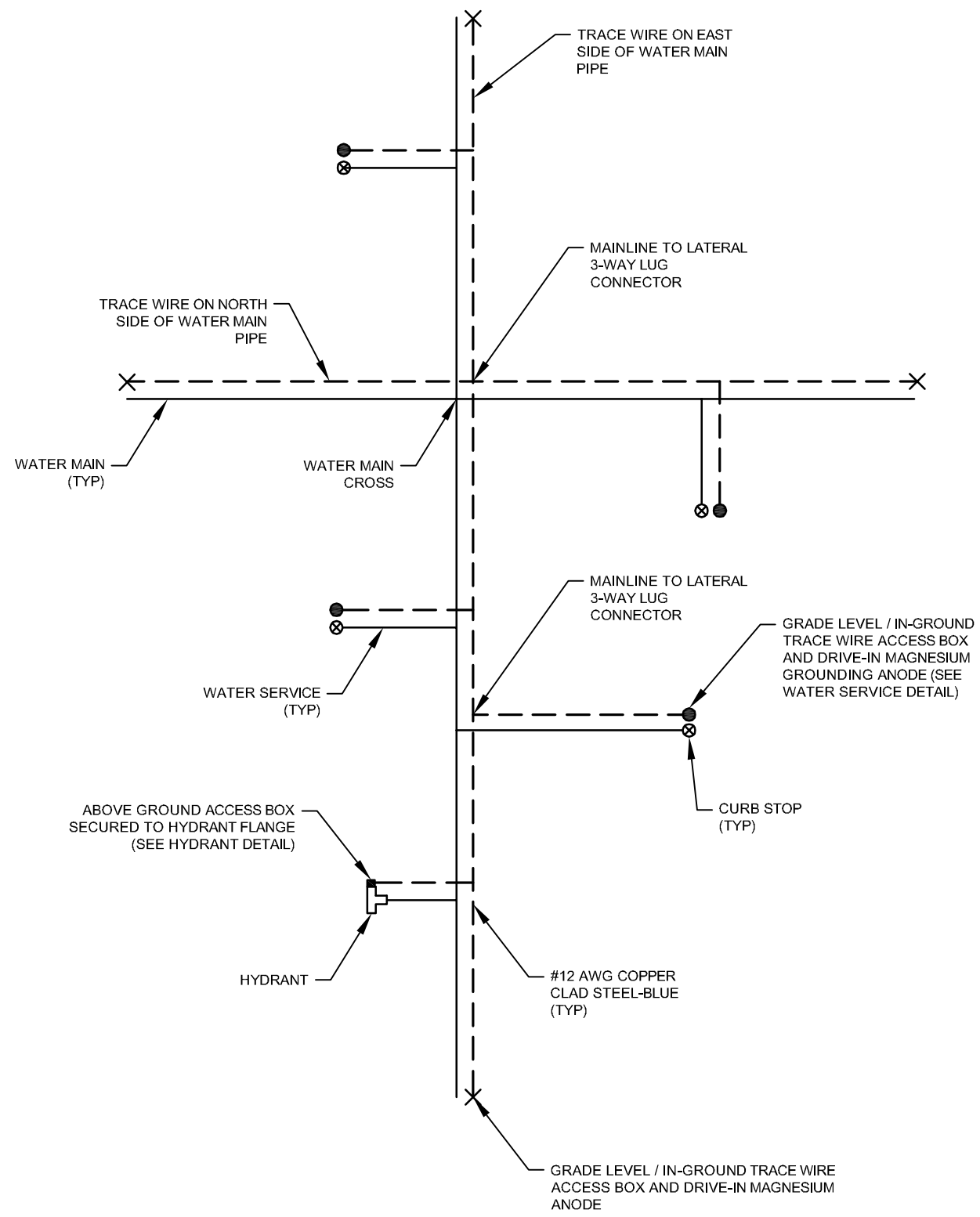
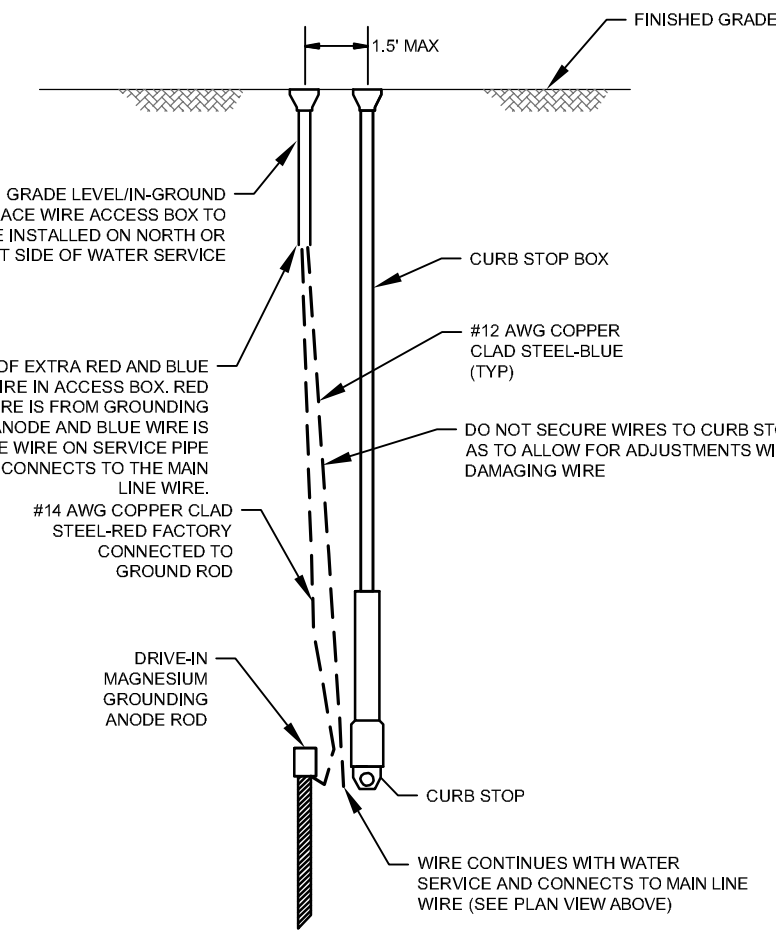
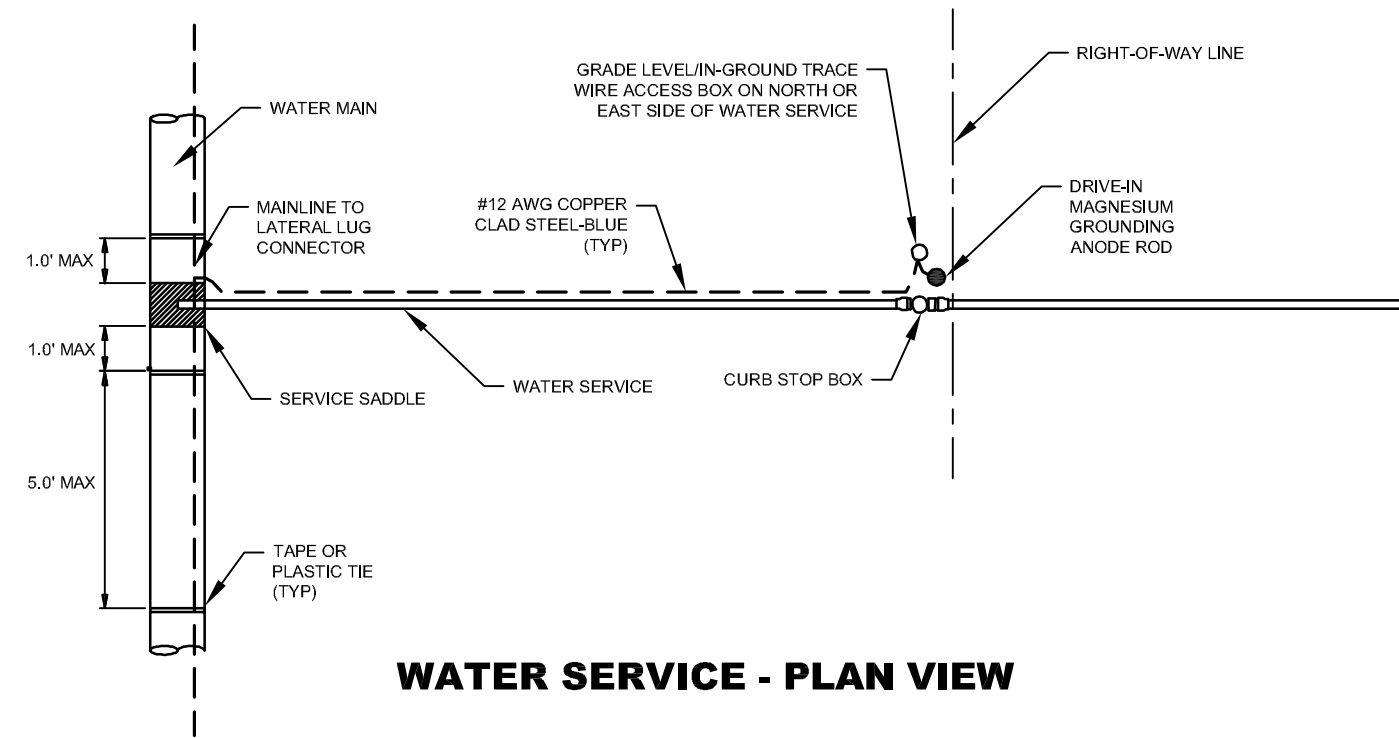
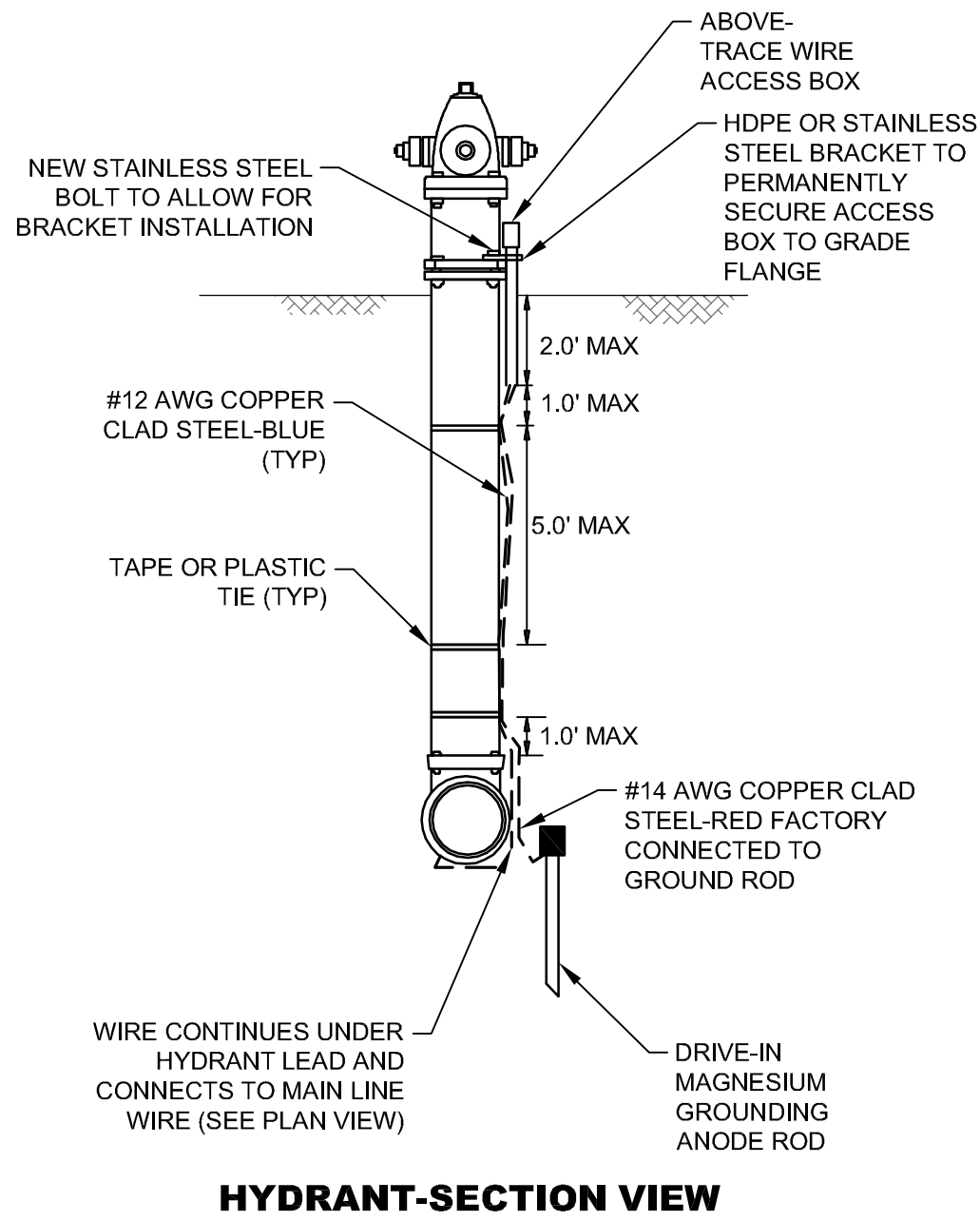
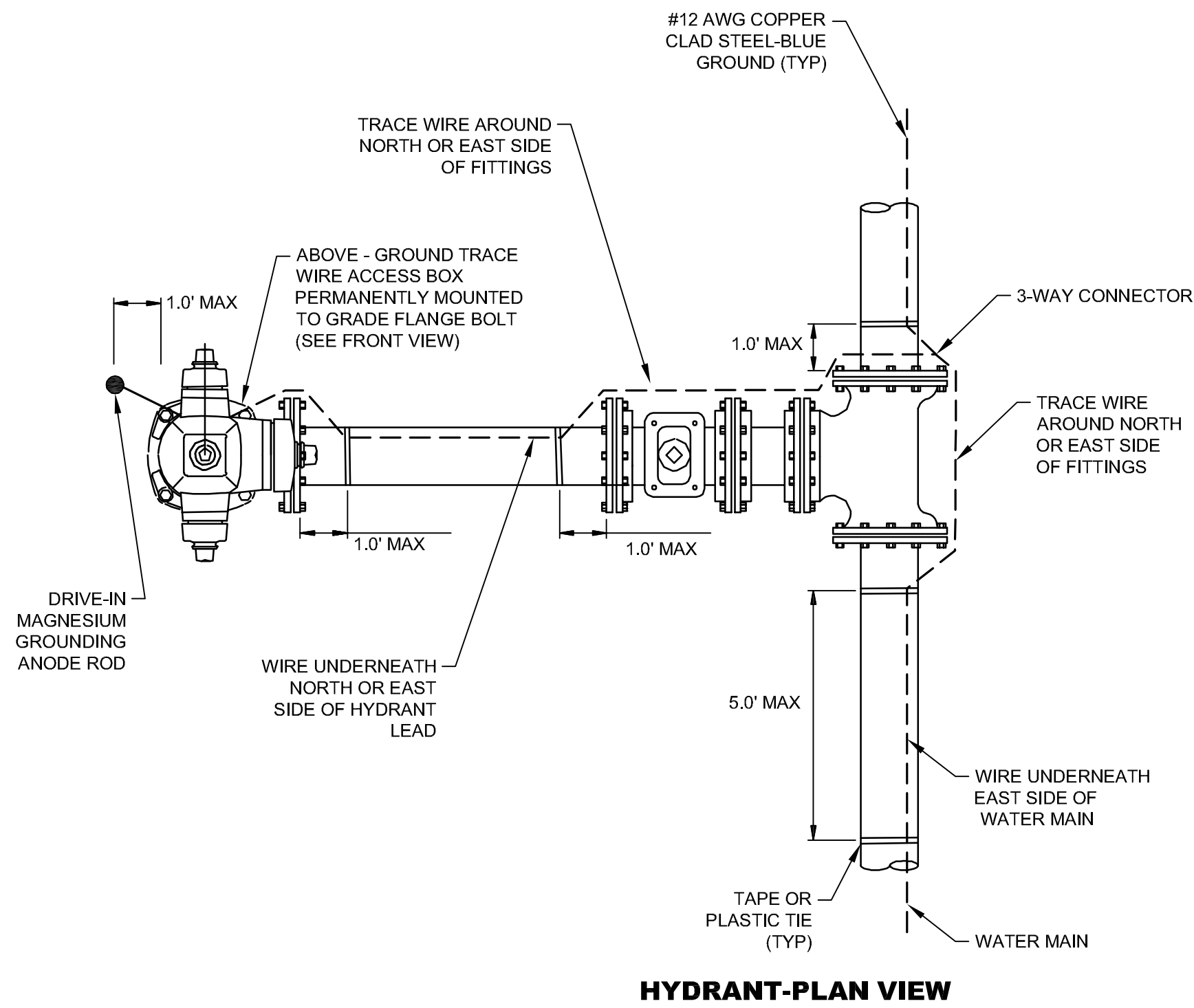
DIM	ANSI CLASS	VALVE SIZE (INCHES)			
		3	4	6	8
A	SE	11 1/4	-	-	-
	150	10 1/2	13 1/2	17 3/4	25 3/4
	300	11 1/4	14 1/4	18 3/4	26 3/4
B	SE	2 1/4	-	-	-
	150	3 3/4	4 1/2	5 1/2	6 3/4
	300	4 3/4	5	6 1/2	7 1/2
C	SE	5 5/8	-	-	-
	150	6	7 3/8	10	13 3/8
	300	6 3/8	7 7/8	10 1/2	13 7/8
D	SE	5 1/2	-	-	-
	150	4	5 1/8	6	8 1/2
	300	4 3/8	5 3/8	6 1/2	9
E	ALL	7	8	10	11 1/2
F	ALL	3 1/2	3 1/2	3 1/2	6 3/8
G	ALL	7 1/8	10	14	21
H	ALL	11	12	13	14



NO.	DATE	DESCRIPTION	BY

WATER INSTALLATION DETAILS			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST & LAMAR COUNTIES, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS	Checked by: SEM		
Date: 04/16/2019	Scale: NONE		
Drawing No.: 11275	Sheet No. 18		

G:\PROJECTS\Hattiesburg_City of 11275 - Water Improvements For Audubon - Westwood and Lynnwood Neighborhoods\11275 CAD Files\11275 - Tracer Wire.dwg, 19, 4/22/2019 8:27:08 AM



NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. 19	

G:\PROJECTS\Hattiesburg_City of 11275 - Water Improvements For Audubon - Westwood and Lynnwood Neighborhoods\11275 CAD Files\11275_Veg_Schedule_20.dwg, Sheet: 20, 4/22/2019 8:27:39 AM

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

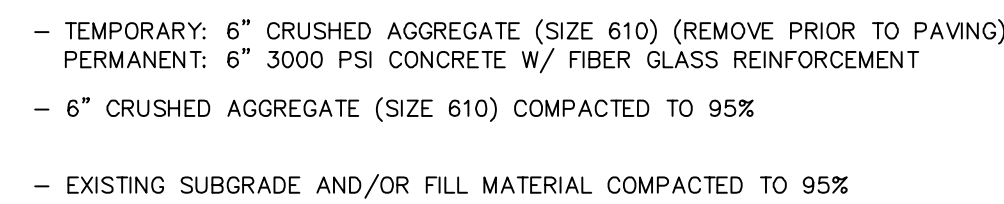
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

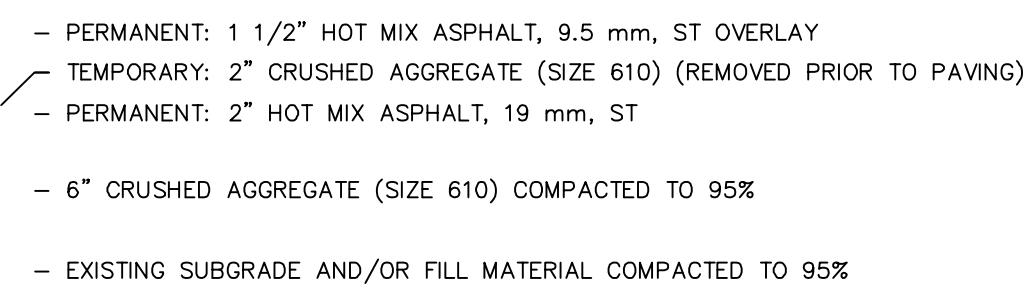
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. ____20____	



PAVEMENT REPAIR NOTES:

1. TEMPORARY CRUSHED AGGREGATE REMOVED DURING PAVING SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
2. TRENCHES SHALL HAVE A TEMPORARY SURFACE OF CRUSHED AGGREGATE (SIZE 610) TEMPORARY SURFACE INSTALLED FOR A PERIOD OF TIME TO BE DETERMINED BY THE ENGINEER AND REMOVED PRIOR TO PAVING (NO SEPARATE PAY)



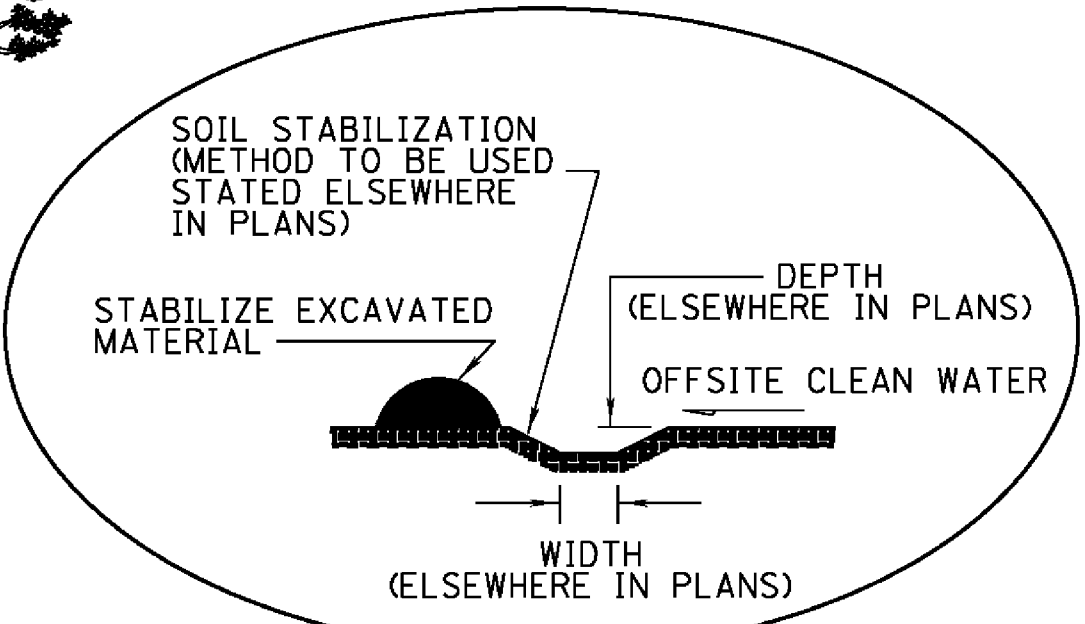
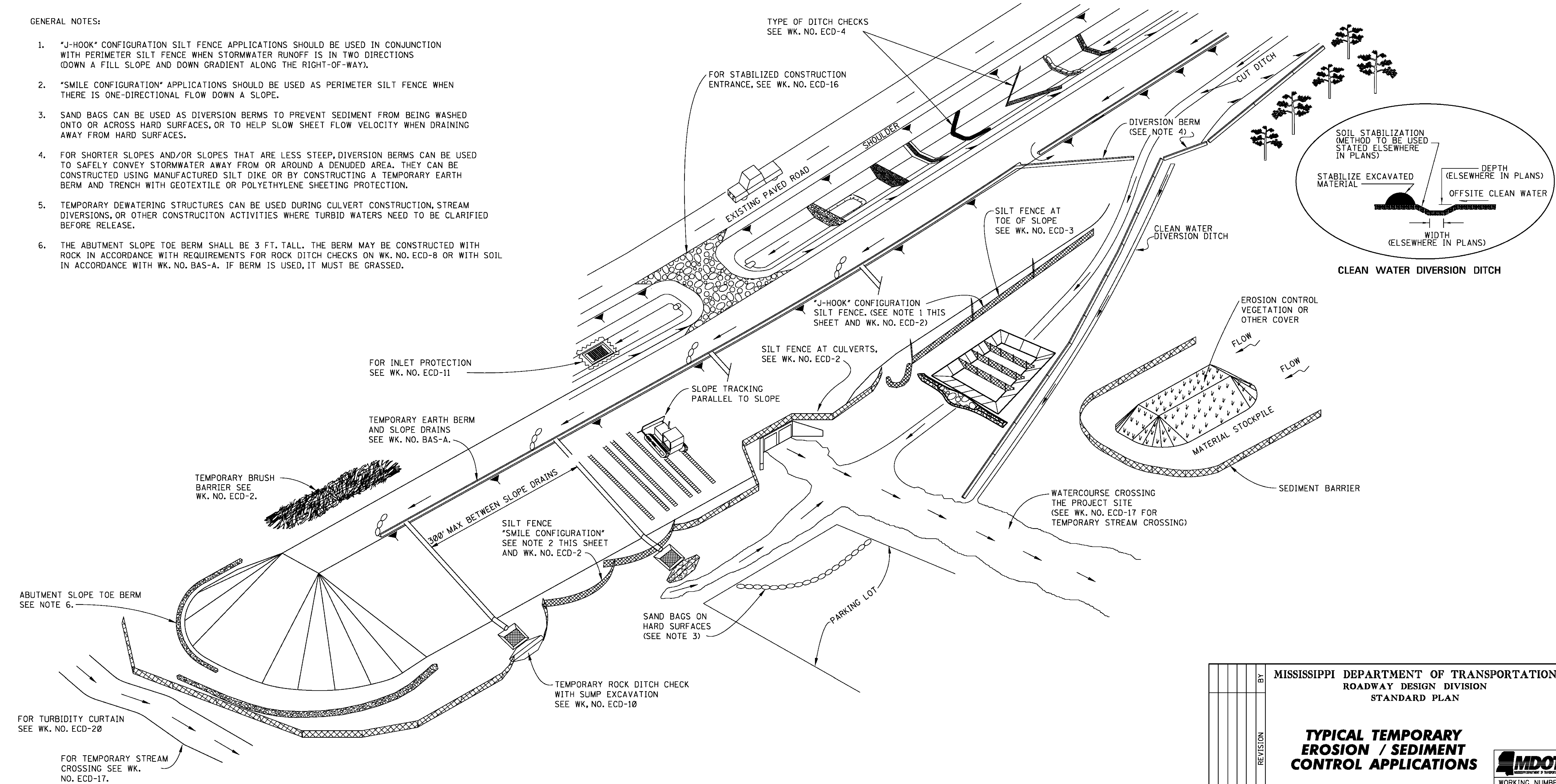
HUCKLEBERRY LANE ONLY



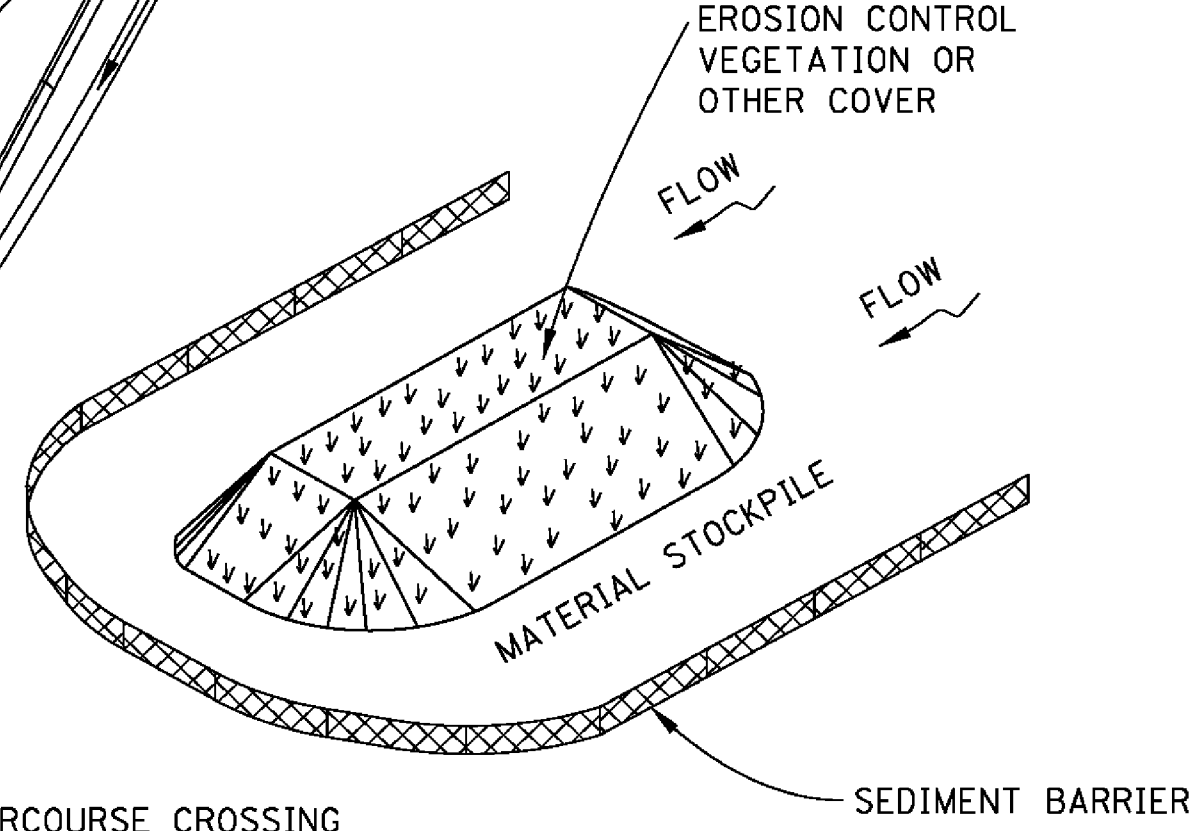
NO.	DATE	DESCRIPTION	BY
PAVEMENT REPAIR & MARKING DETAILS			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST & LAMAR COUNTIES, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. 21	

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



CLEAN WATER DIVERSION DITCH



SEDIMENT BARRIER

WATERCOURSE CROSSING THE PROJECT SITE (SEE WK. NO. ECD-17 FOR TEMPORARY STREAM CROSSING)

PARKING LOT

SAND BAGS ON HARD SURFACES (SEE NOTE 3)

TEMPORARY ROCK DITCH CHECK WITH SUMP EXCAVATION SEE WK. NO. ECD-10

SILT FENCE "SMILE CONFIGURATION" SEE NOTE 2 THIS SHEET AND WK. NO. ECD-2

TEMPORARY EARTH BERM AND SLOPE DRAINS SEE WK. NO. BAS-A.

FOR INLET PROTECTION SEE WK. NO. ECD-11

TEMPORARY BRUSH BARRIER SEE WK. NO. ECD-2.

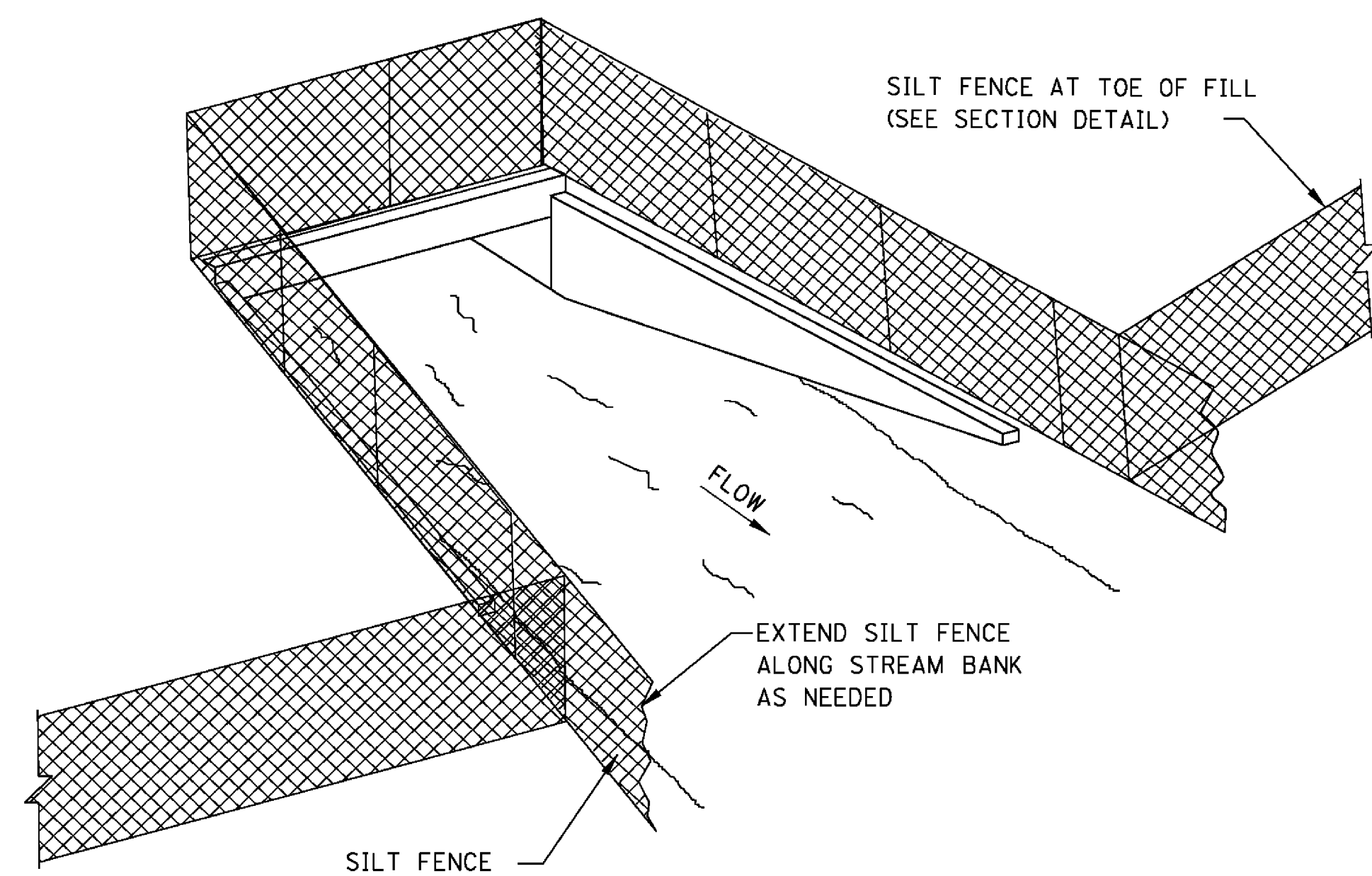
ABUTMENT SLOPE TOE BERM SEE NOTE 6.

FOR TURBIDITY CURTAIN SEE WK. NO. ECD-20

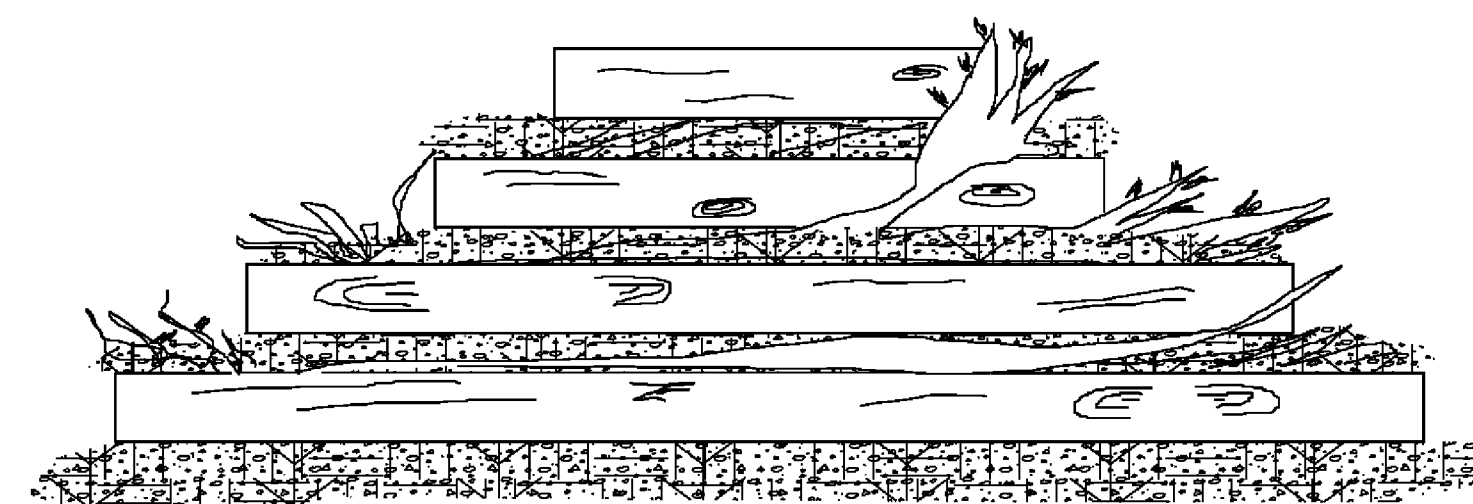
FOR TEMPORARY STREAM CROSSING SEE WK. NO. ECD-17.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS	
	
WORKING NUMBER ECD-1	SHEET NUMBER 6101
ISSUE DATE: AUGUST 01, 2017	

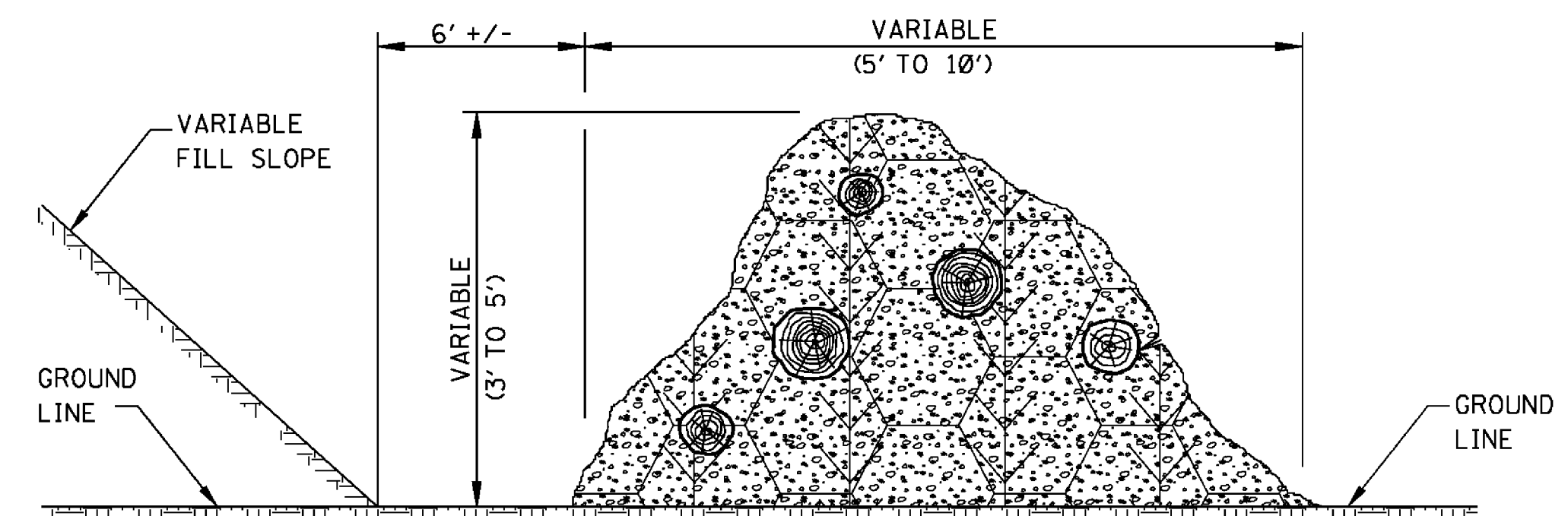
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



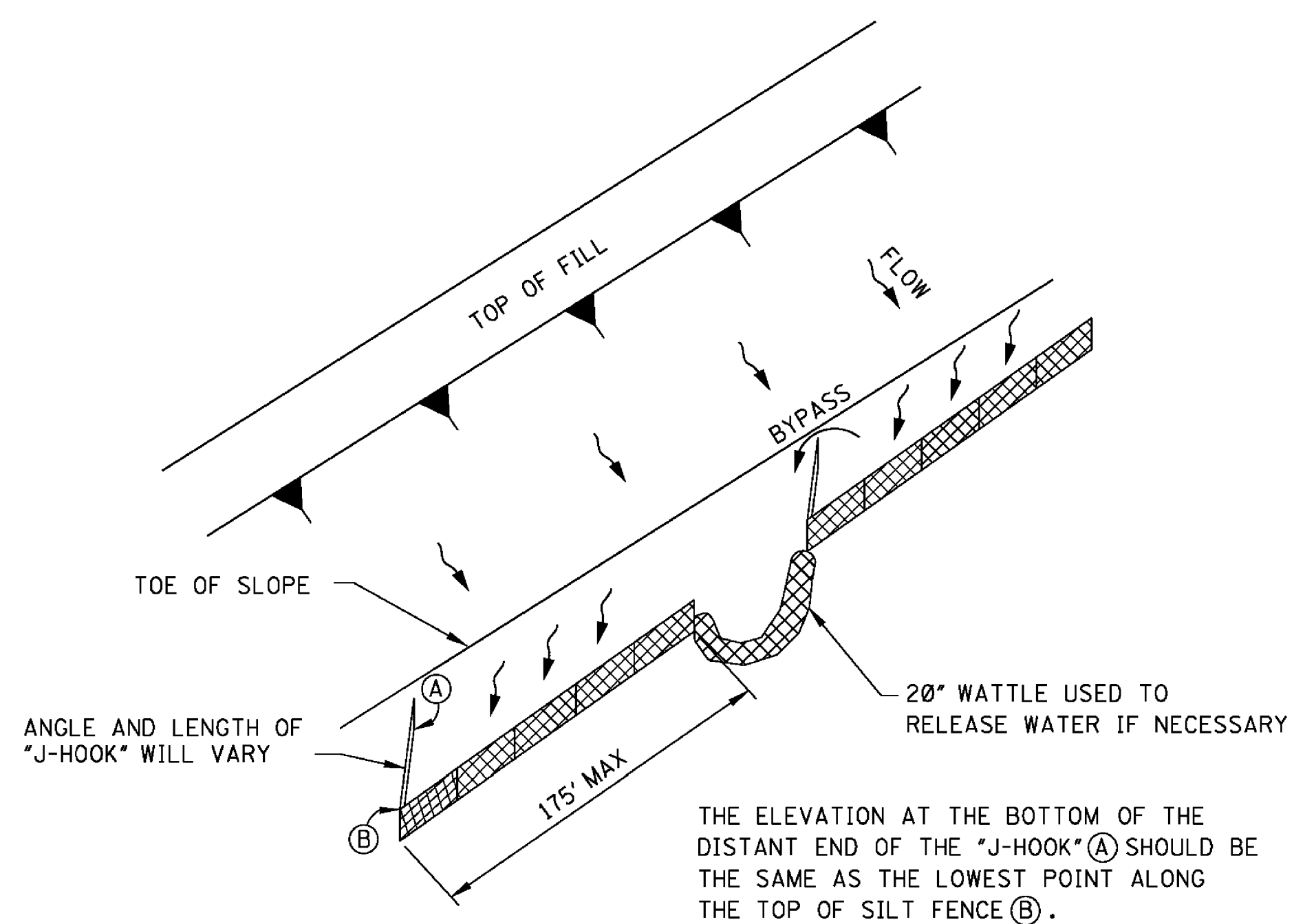
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

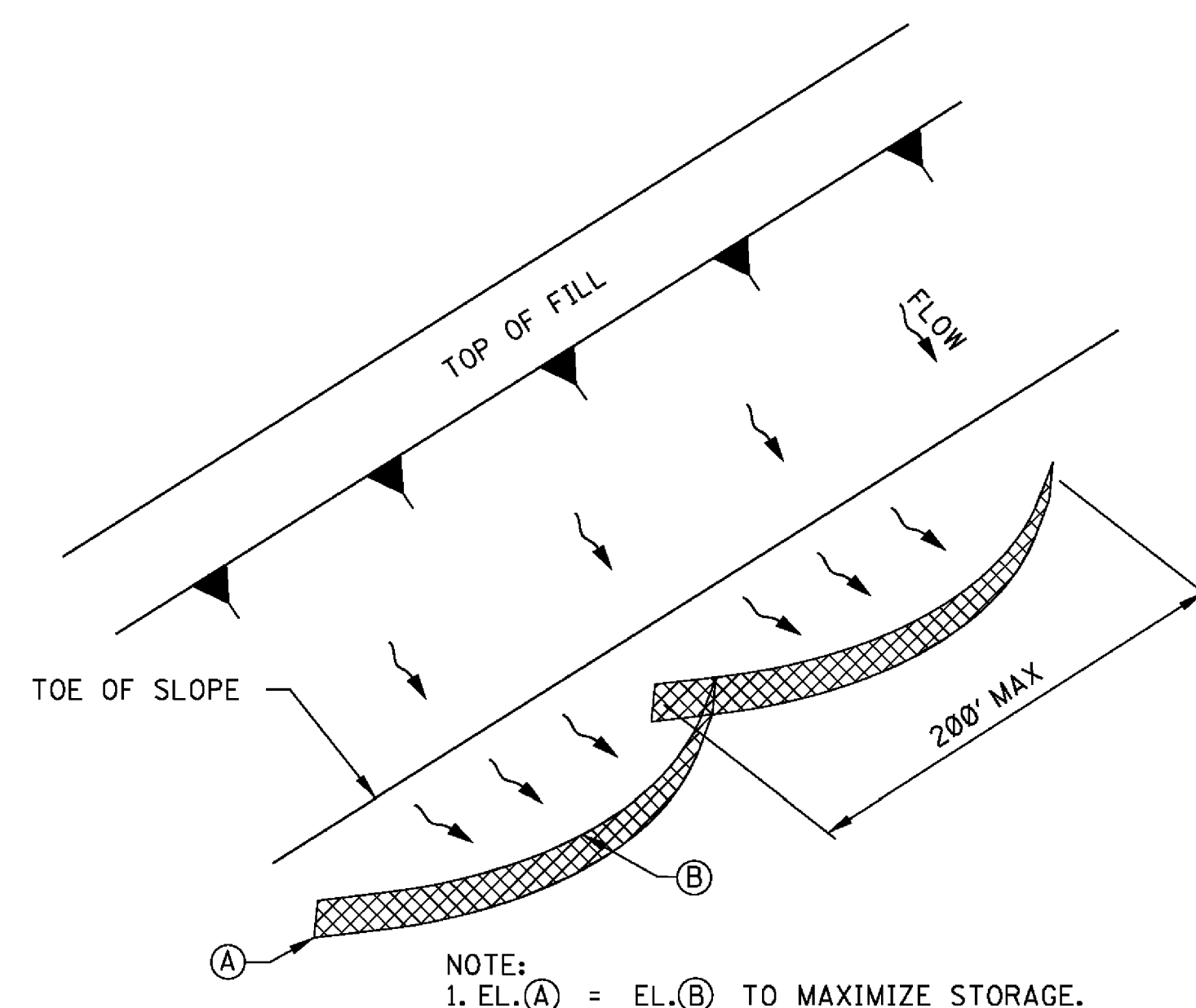
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

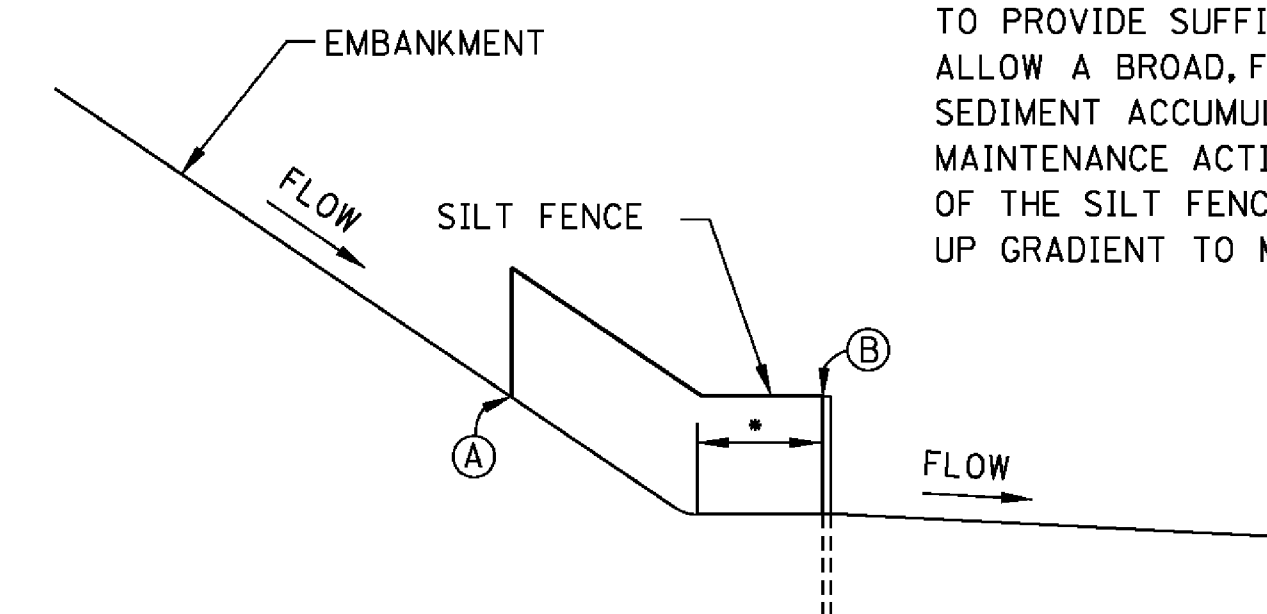
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

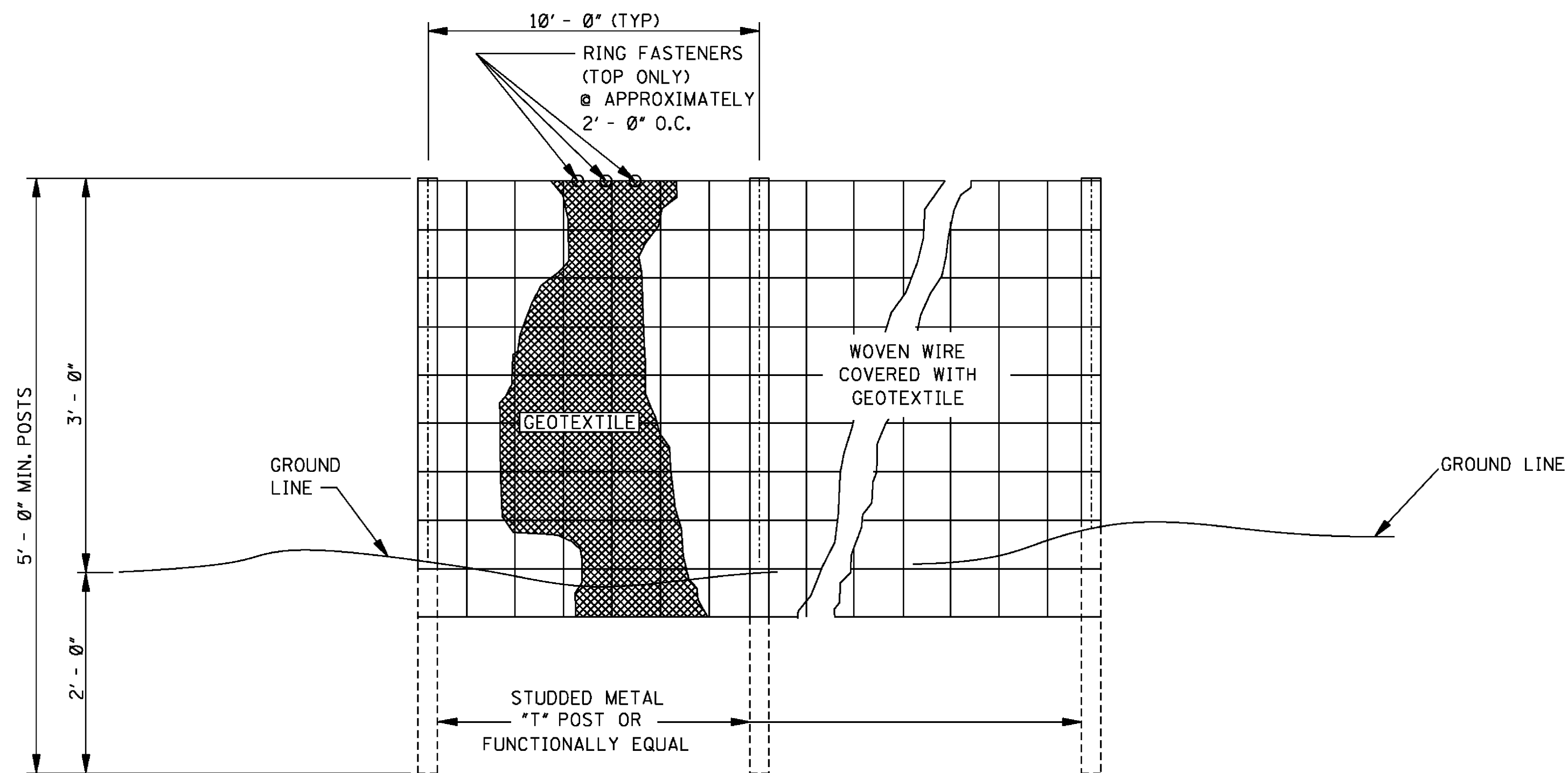


**SILT FENCE SECTION AT
TOE OF FILL**

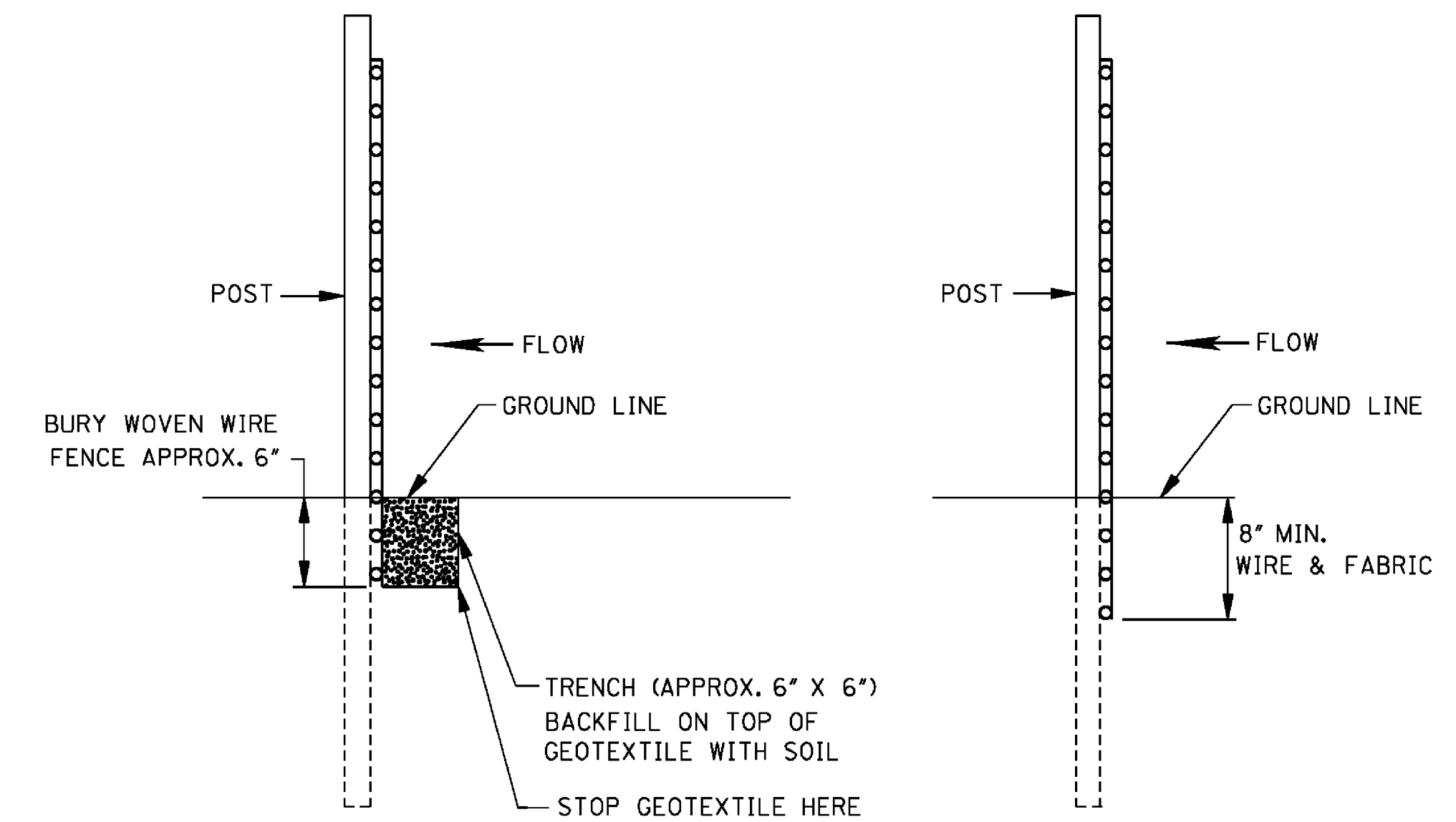
- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

[illegible]

STATE	PROJECT NO.
MISS.	



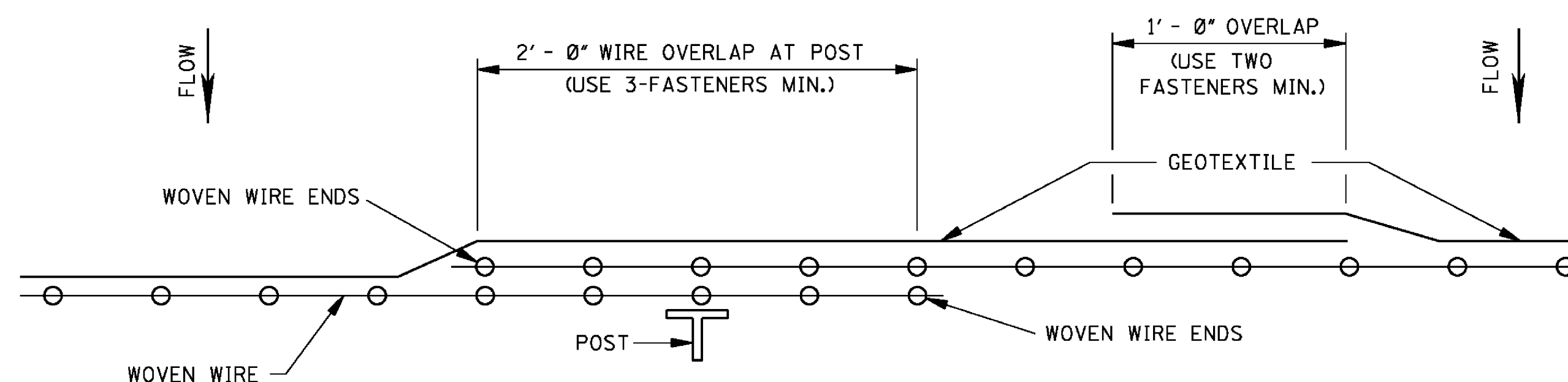
ELEVATION VIEW



METHOD I

METHOD II MECHANICAL INSTALLATION

SIDE VIEW



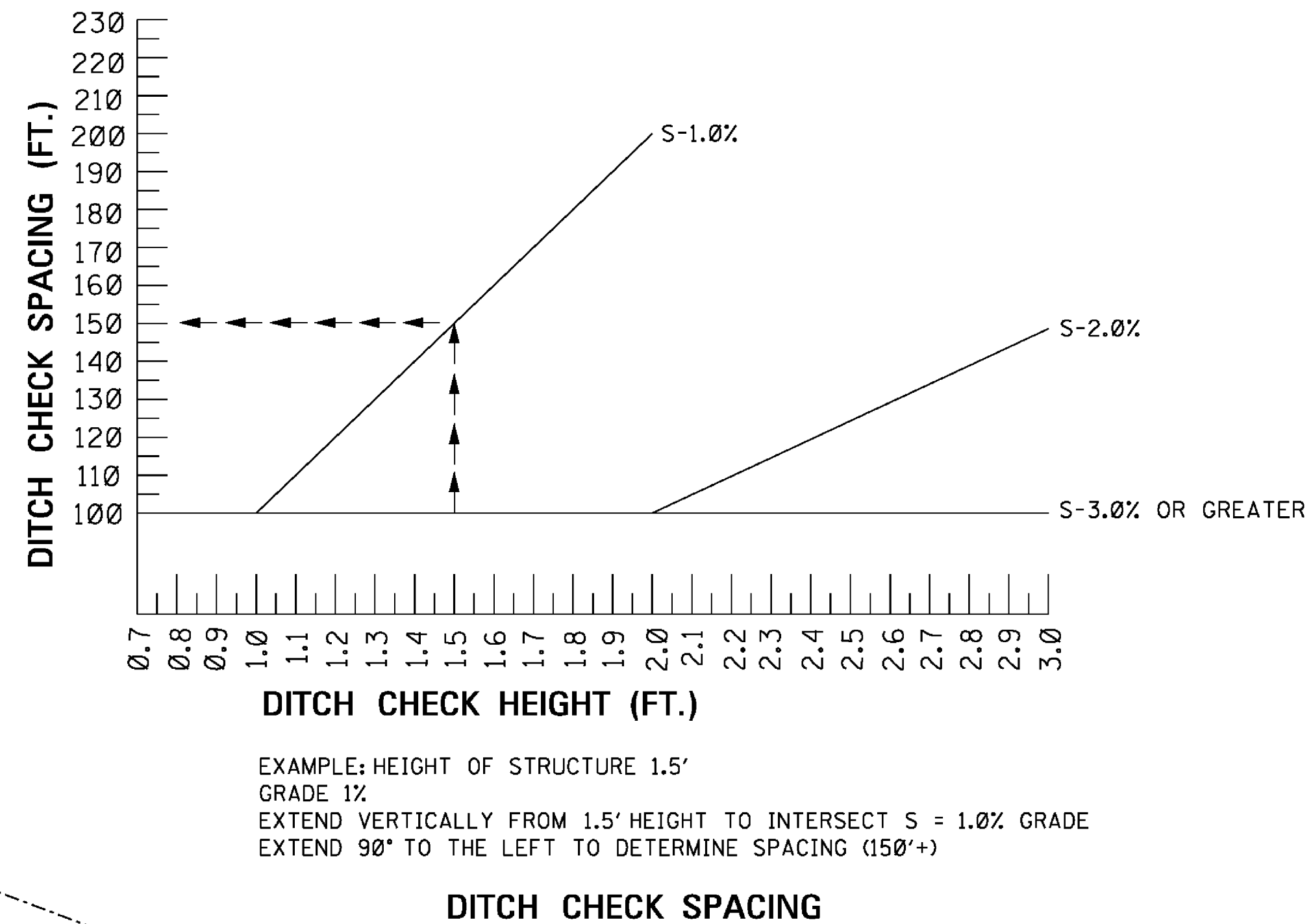
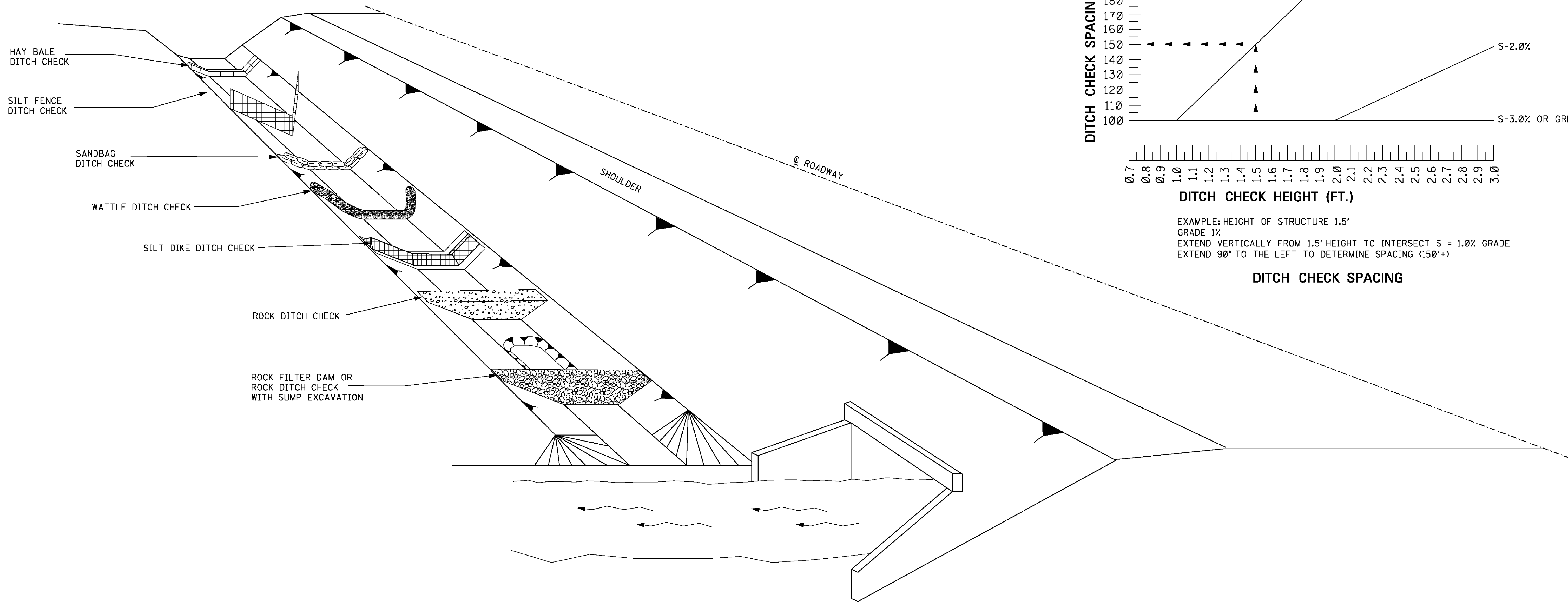
PLAN VIEW

REQUIRED LAPPING

- GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN					
					REVISION	<i>DETAILS OF SILT FENCE INSTALLATION</i>					
					DATE	 WORKING NUMBER ECD-3					
						ISSUE DATE: <u>AUGUST 01, 2017</u> SHEET NUMBER 6103					

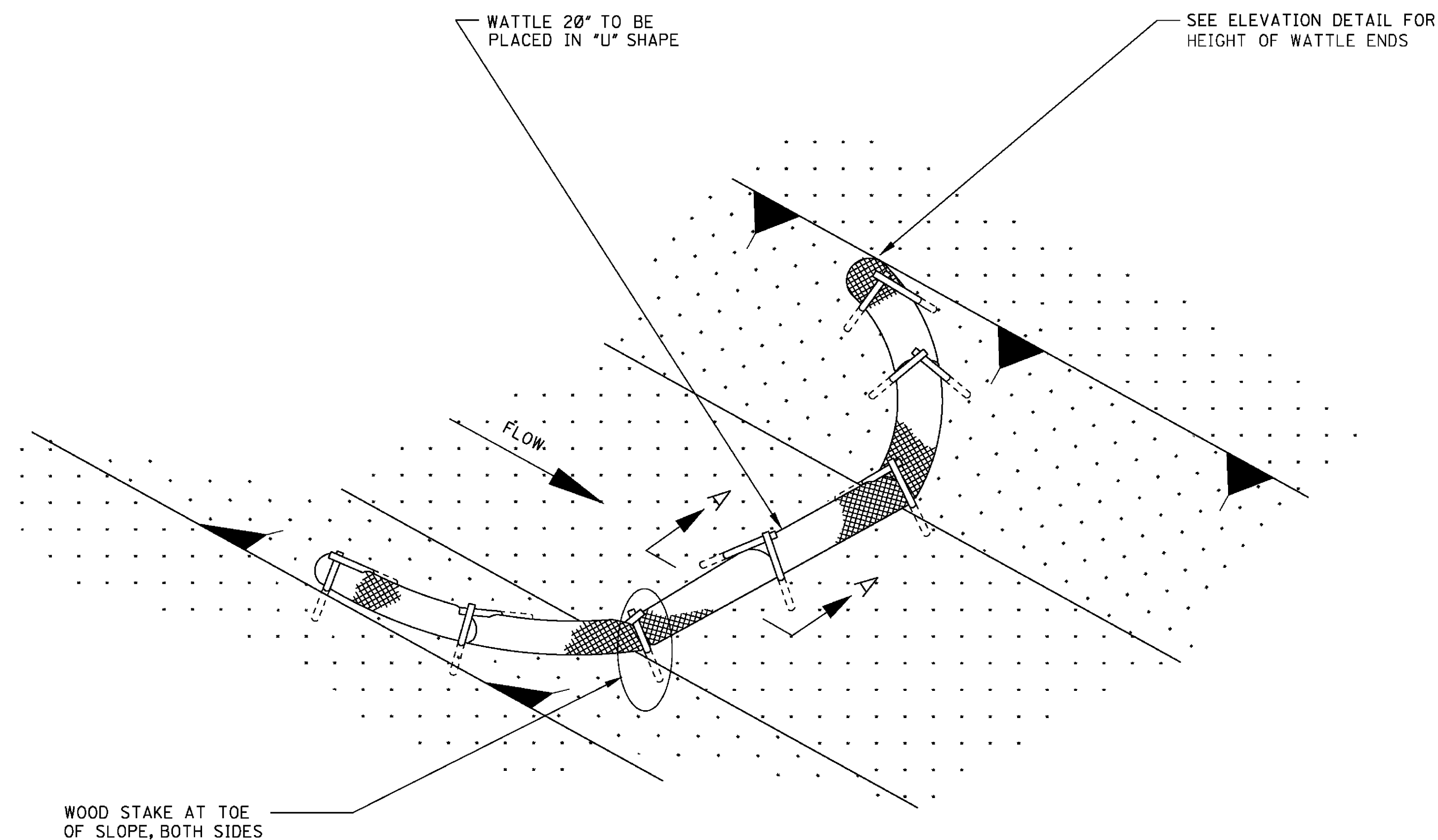


GENERAL NOTES:

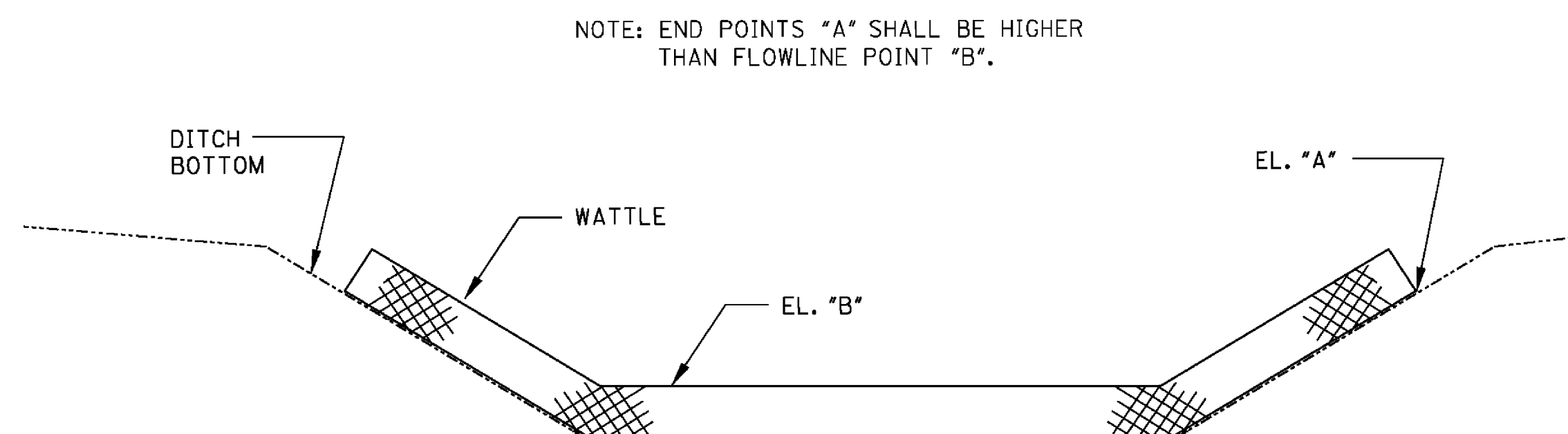
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{3}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
					REVISION	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
					DATE	ISSUE DATE: AUGUST 01, 2017	WORKING NUMBER ECD-4 SHEET NUMBER 6104

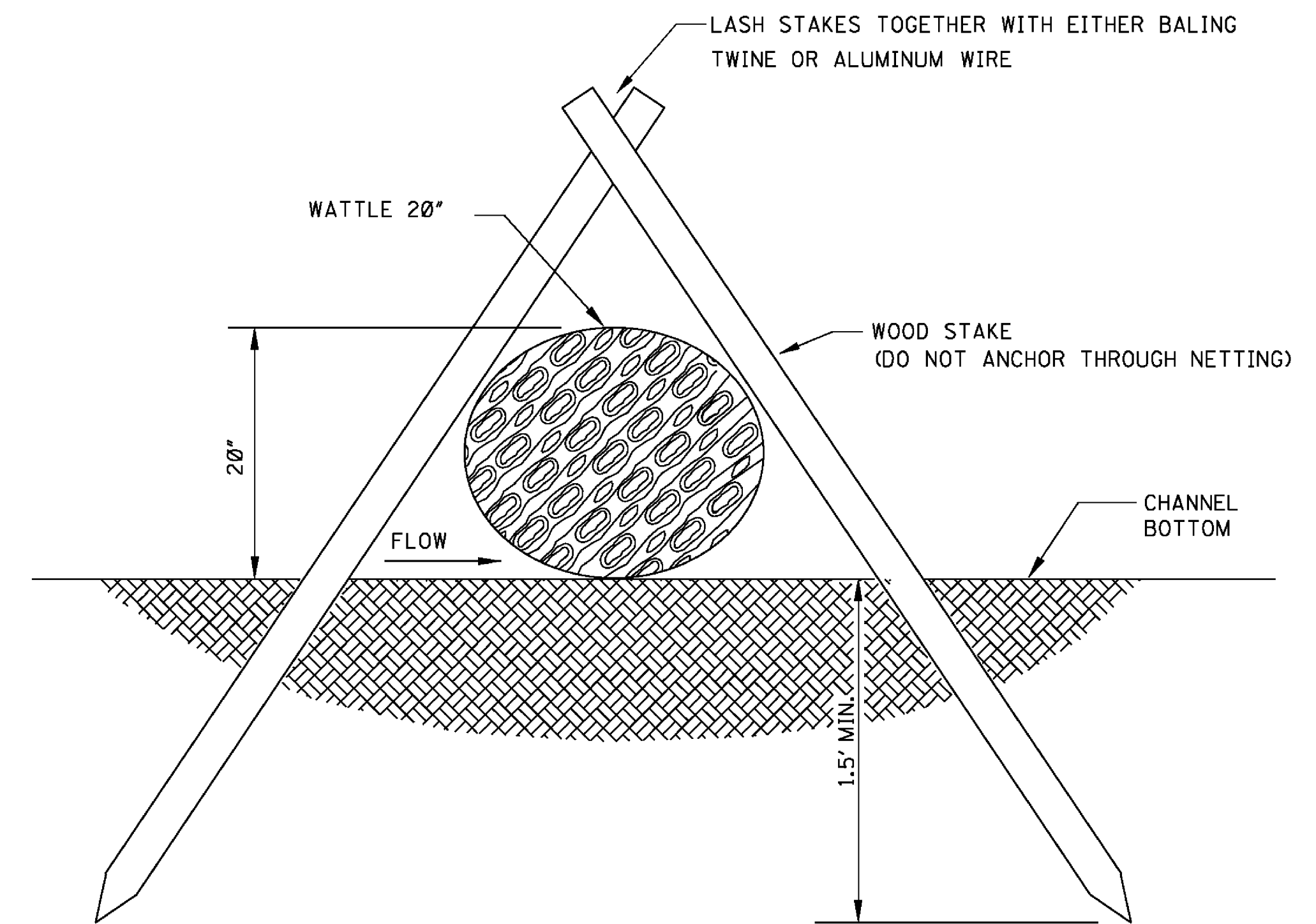
STATE	PROJECT NO.
MISS.	



DETAIL (DITCH CHECK)



ELEVATION DETAIL

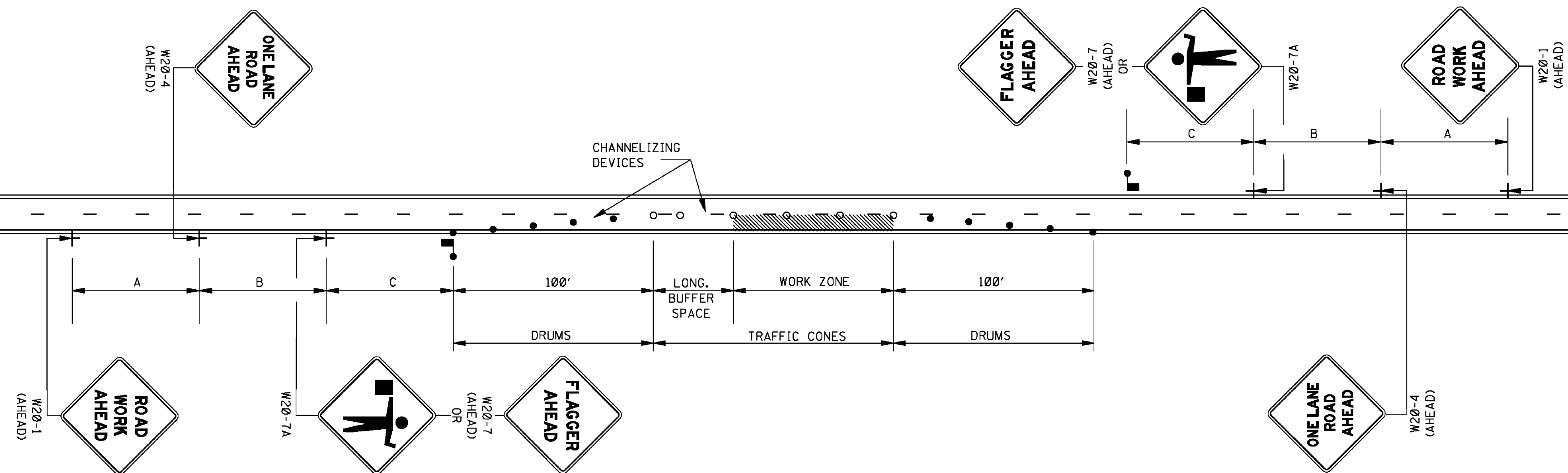


SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	 WORKING NUMBER ECD-6
			REVISION		
			DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>	SHEET NUMBER 6106



LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

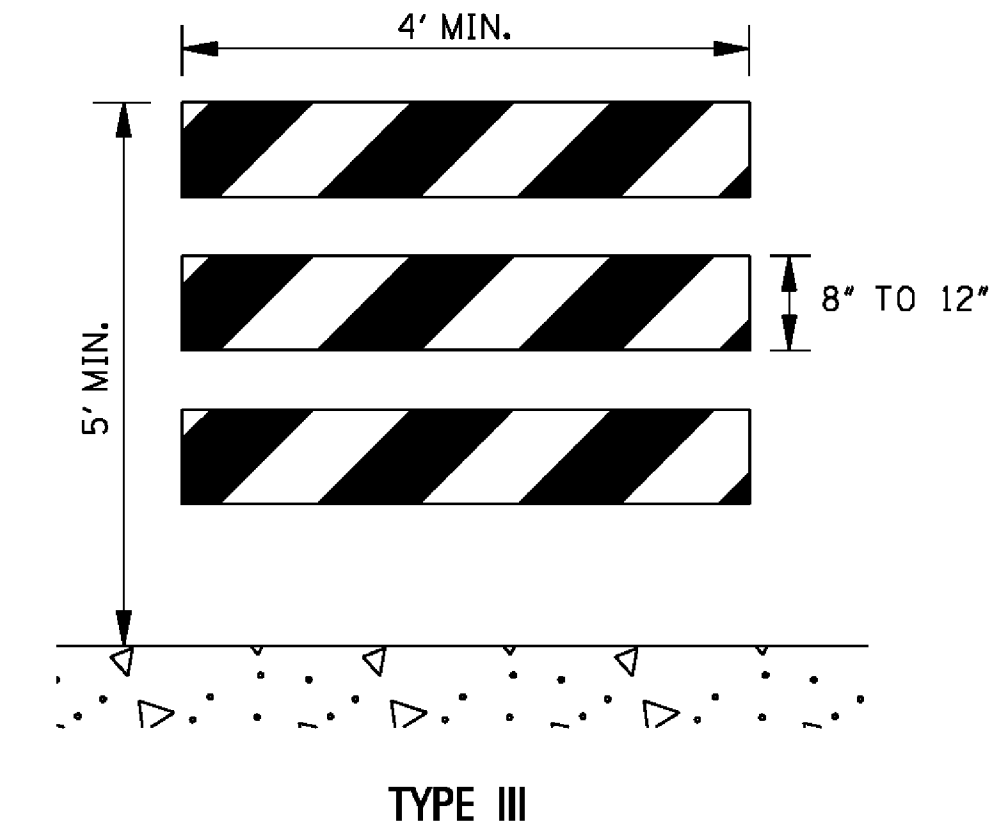
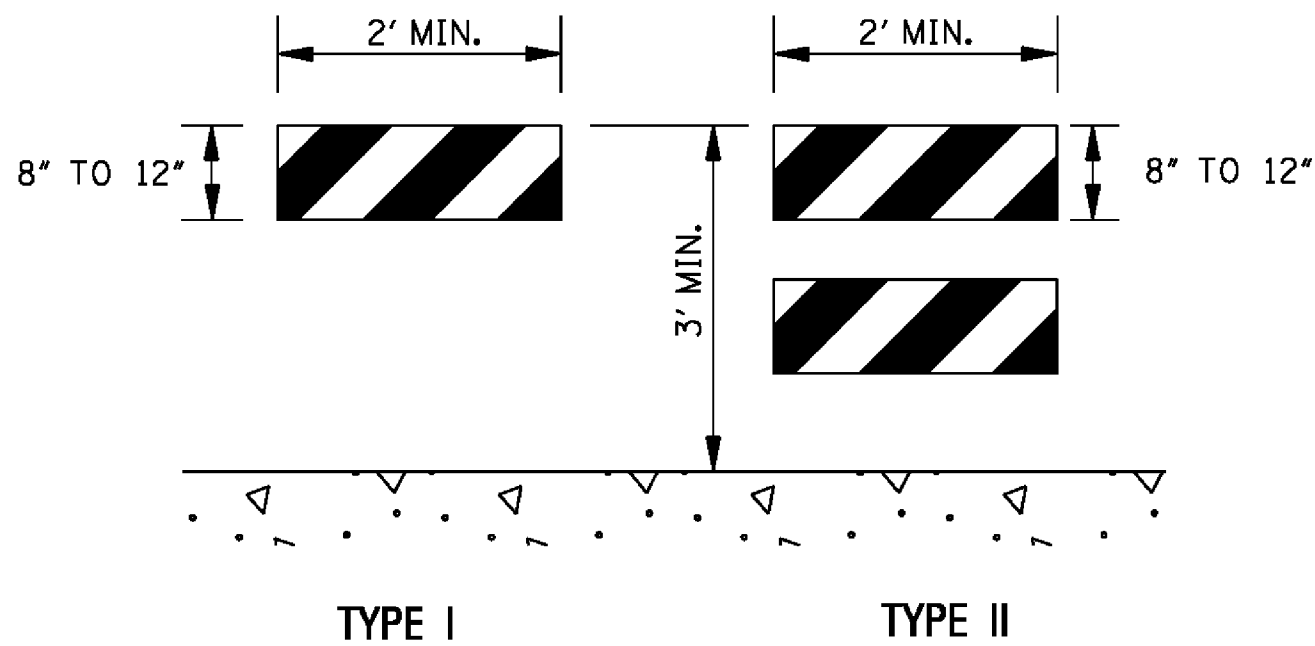
† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS

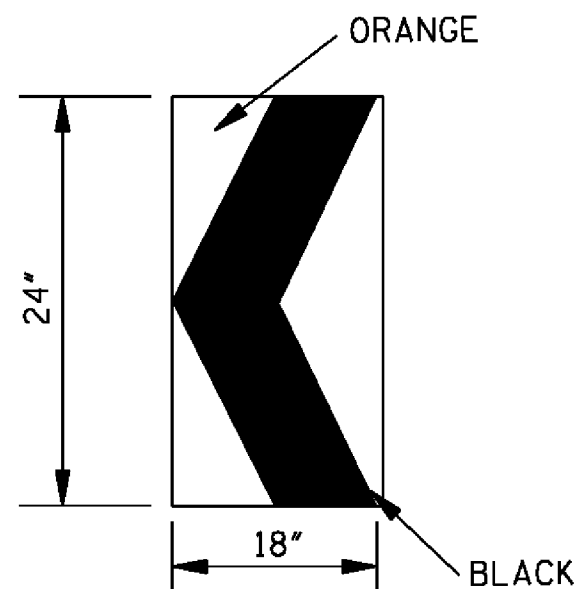
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
					TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
				DATE	 WORKING NUMBER TCP-1 SHEET NUMBER 6351
					ISSUE DATE: <u>AUGUST 01, 2017</u>



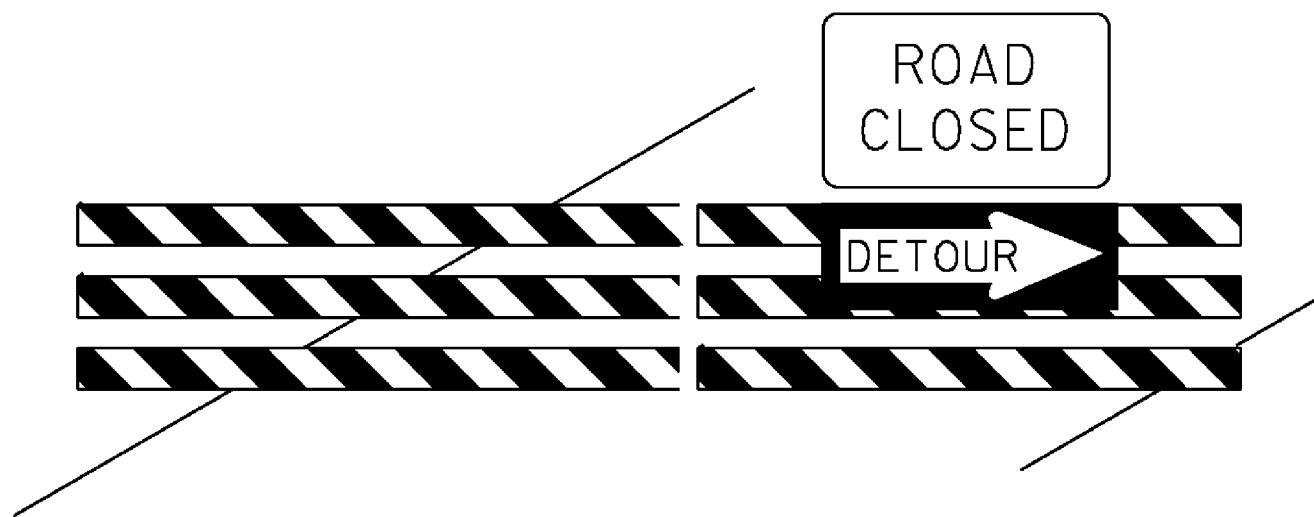
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



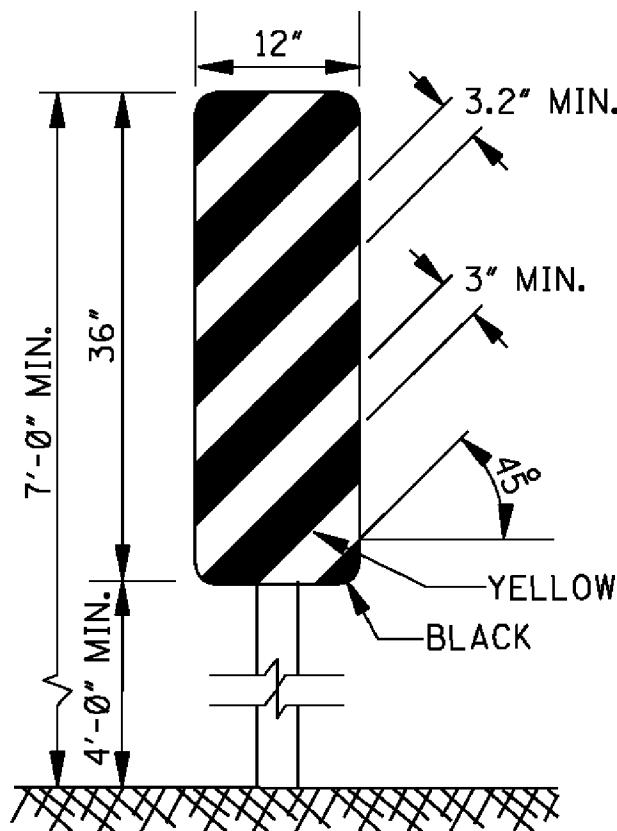
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL* *	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

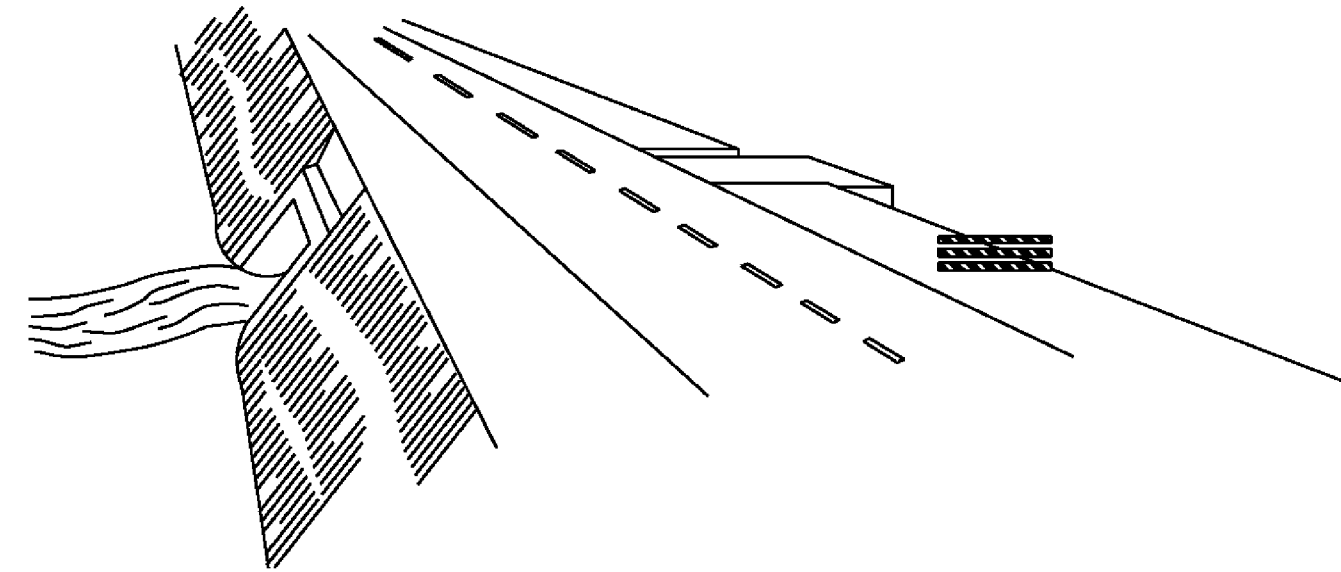
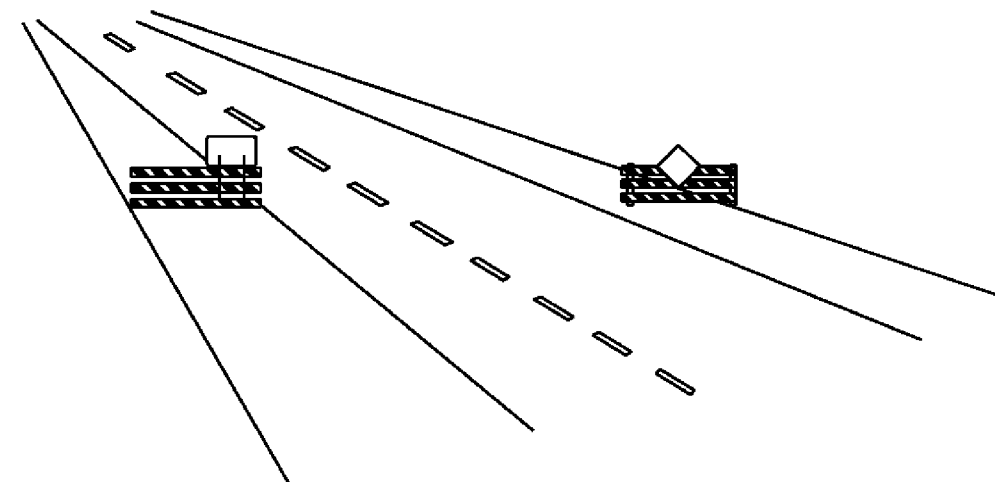
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



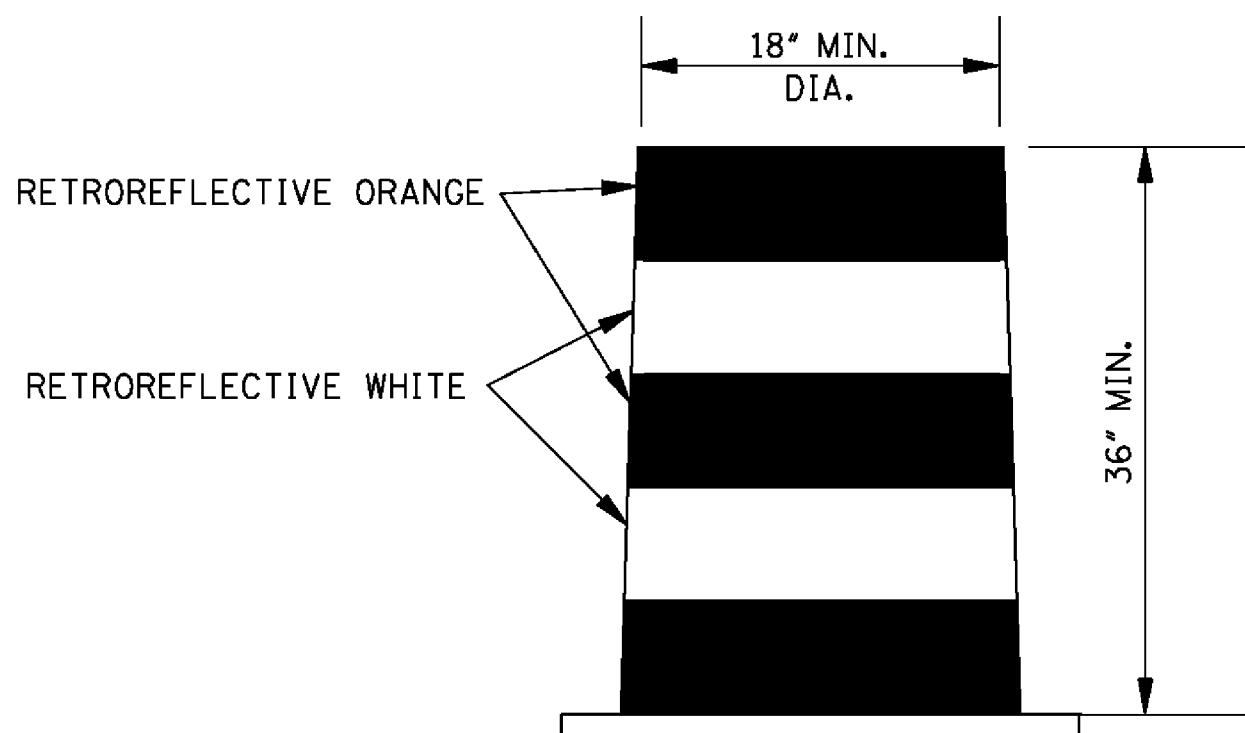
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	
					 WORKING NUMBER TCP-8 SHEET NUMBER 6358	



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON - WESTWOOD & LYNNWOOD
NEIGHBORHOODS**

FOR THE

CITY OF HATTIESBURG

JUNE 2019

PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

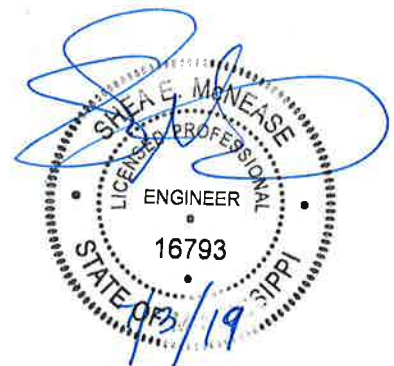
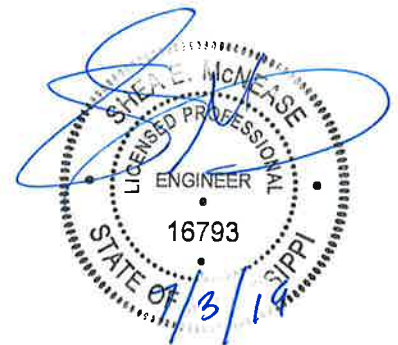


Table of Contents

Advertisement For Bids.....	3
Information for Bidders.....	4
Proposal Form.....	7
Proposal.....	8
Bid Bond.....	11
Contract Agreement.....	13
Payment and Performance Bond.....	17
General Conditions.....	19
Definitions.....	19
Preliminary Matters.....	22
Correlation, Interpretation and Intent of Contract Documents.....	25
Availability of Lands.....	26
Subsurface Conditions; Reference Points.....	26
Bonds and Insurance.....	28
Contractor's Responsibilities.....	29
Work By Others.....	39
Owner's Responsibilities.....	40
Engineer's Status During Construction.....	41
Changes in Work.....	44
Change of Contract Price.....	45
Change of Contract Time.....	50
Guaranty.....	50
Payments and Completion.....	51
Suspension Of Work and Termination.....	55
Dispute Miscellaneous.....	60
Supplement General Conditions.....	60
Article 1 – Special Conditions.....	60
Scope and Intent.....	60
Examination of Premises.....	60
Permits, Taxes, And Ordinances.....	60
Insurances, Etc.....	60
Cleaning Up.....	63
Special Instructions.....	63
Limitations.....	63
Product/Materials Substitution.....	63
Inspection.....	63
Specifications and Drawings Are Reciprocal.....	63
As-Built Drawings.....	64
Guarantees, Warranties and Bonds.....	64
Close-Out Documents.....	65
Measurement and Payment.....	66-69
Water System.....	70-93
Restoration of Roads, Driveways, Fences, Lawns and Other Grassed Areas.....	94-100
Seeding and Sodding.....	101-106
Fire Hydrant.....	107-109



ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on September 26, 2019 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of ____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on August 23, 2019 and August 30, 2019
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until _____ on _____, 2019, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Water System Improvements Shadow Wood Drive & Huckleberry Lane, Audubon – Westwood & Lynnwood Neighborhoods, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 180 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL

WATER SYSTEM IMPROVEMENTS SHADOW WOOD DRIVE & HUCKLEBERRY LANE, AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	2" & Under 150 PSI Water Pipe for Connections (Open Cut)	Lin. Ft.	20		
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	100		
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	9,640		
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	2,640		
5	Tracer Wire System for Water	L.S.	1		
Water Connection Items					
6	Cut and Cap Existing Water Line in Place	Each	4		
7	Connection: Proposed 6" to Existing 4" (Tee & other Fittings)	Each	2		
8	Connection: Proposed 6" to Existing 6" (Various Fittings)	Each	1		
9	Connection: Proposed 6" to Existing 6" (Tee & other Fittings)	Each	1		
10	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	6		
11	Connection: Proposed 6" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	7		
12	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	Each	1		
13	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	Each	2		

14	Connection: Proposed 8" to Existing 6" (Tee & other Fittings)	Each	1		
15	Connection: Proposed 8" to Proposed 6" (Tee & other Fittings)	Each	6		
16	Connection: Proposed 8" to Proposed 8" (Tee & other Fittings)	Each	1		
17	Connection: Proposed 8" to Existing 8" (Various Fittings)	Each	1		
18	Connection: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	1		
19	Connection: Proposed 8" to Existing 18" (Hot Tap w/ Valve Assembly)	Each	1		
	Water Valve Items				
20	4" Gate Valve	Each	2		
21	6" Gate Valve	Each	21		
22	8" Gate Valve	Each	9		
	Water Fire Protection Items				
23	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	17		
24	Removal of Existing Fire Hydrant	Each	3		
	Water Service Items				
25	Residential Service Tap (¾") (Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	Each	160		
26	¾" Service Tubing (Open Cut) (All Sizes)	LF	675		
27	¾" Service Tubing (Bored) (All Sizes)	LF	3,295		
28	Remove, Relocate and Reset Existing Water Meter (incl. fittings, etc.)	Each	1		
29	¾" Water Service Meter (Residential)	Each	5		

	Miscellaneous Construction Items				
30	Crushed Aggregate (Size 610)	Ton	513		
31	Select Fill Material (Class 9, Group C), LVM	CY	1,415		
32	Concrete Pavement Repair (All Depths)	SY	650		
33	Brick Driveway Repair (All Depths)	SY	13		
34	9.5mm How Mix Asphalt	Ton	189		
35	19mm Hot Mix Asphalt	Ton	115		
36	Brick Sidewalk Repair (All Depths)	SY	4		
37	Concrete Sidewalk Repair (All Depths)	SY	43		
38	Concrete Curb & Gutter (Match Existing Type)	LF	154		
39	Remove, Salvage and Replace Chain Link Fence	LF	75		
40	6" Yellow Thermoplastic Detail Traffic Stripe	LF	50		
41	Legend White Thermoplastic Traffic Marking (6" Equivalent)	LF	36		
42	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	5,480		
43	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	1,990		
44	Clearing and Grubbing	Acre	1		
45	Temporary Erosion Control	LS	1		
46	Maintenance of Traffic	LS	1		
47	Mobilization	LS	1		
			BID TOTAL:		

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$1,000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract,

make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids
Instructions to Bidders
Bid
Bid Bond
Contract Agreement

Notice of Award
Notice to Proceed
Change Order
General Conditions
Supplemental General Conditions

Payment Bond
Performance Bond
Addenda

Technical Specifications
Drawings

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

DATE

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly
unauthorized by law to do business as a construction contractor in the State of
Mississippi, and _____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **WATER SYSTEM IMPROVEMENTS SHADOW
WOOD DRIVE & HUCKLEBERRY LANE, AUDUBON – WESTWOOD & LYNNWOOD
NEIGHBORHOODS, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified
thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates
and agrees that no charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to

the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance]. He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in

paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no

claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work

after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain

the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL

COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment

has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and

acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date

and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is

appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonably respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for

whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the

CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the

guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

FIRE SUPPRESSION CONNECTION

Payment for installation of fire suppression connection with appurtenance shall include furnishing tee, gate valve, valve box, piping, disconnection from existing system, connection to new system, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational fire suppression connection. Pay shall be determined per each.

SERVICE TAP

Payment for residential or commercial service tap shall include all fittings, corporation stop, curb stop, tubing, materials, labor and equipment to provide a new water service. Item shall include connection from new water line to existing water meter to remain. Completion of item shall be a fully functional water service. Item shall be paid per each.

SERVICE TUBING (BORED):

Payment for installation of service tubing bored shall include furnishing and installing service tubing under existing asphalt, concrete or other area determined by the engineer to remain in place. Item shall include all boring, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as bored. Pay shall be measured from edge to edge of existing concrete or asphalt and paid per linear foot.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

REMOVAL OF FIRE HYDRANT WITH APPURTENANCES

Payment for removal of fire hydrant with appurtenance shall include removal of existing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering and related items not specifically covered under other pay items to fully remove an existing fire hydrant. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to remove, secure and transport to an area designated by the owner. Pay shall be determined per each.

ABANDONMENT OF EXISTING WATER MAIN

Payment for item shall include furnishing and installing flowable fill concrete in designated pipe locations as shown on the construction drawings to abandon existing water line pipe. Pay shall include all pumping, concrete, plugs, etc. to fully fill the abandoned water main. The contract price shall be determined by the measured distance of pipe abandoned and accepted per linear foot.

REMOVE AND REST EXISTING STORM DRAIN

Payment for item shall include removal of existing storm sewer components to allow installation of the water system components. Item shall include all materials, labor, and equipment necessary to remove existing structures without damage and reset in the proper location. Should damage to the existing drainage structure be the result of improper removal, a new structure shall be provided by the contractor at no cost to the owner. The contract price shall be determined by the percentage of the project complete and paid by lump sum.

SELECT FILL MATERIAL:

Payment for installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

The unit of measurement shall be lump sum.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron

pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- (1) Joints: The following shall be required for ductile iron joints.
- (2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
- (3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
- (4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

- (1) Tension Test
- (2) Impact Test
- (3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

- b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest

revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent

or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.
- ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95–100
3/4"	35–70
3/8"	10–30
No. 4	0–5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70

Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

- b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction

(with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and

operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer.

Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER

GRASSED AREAS.

- ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
 - i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
 - ii) The water main shall maintain a minimum of 30 inches of cover at all times.
 - iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready

to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
 - iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to

adequately support the piping under all conditions.

- iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

- 6) **SEPARATION of WATER and SEWER MAINS**: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) **TESTING**

a) Ductile Iron Pipe

- i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

- b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health

Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.

- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

- a) Service pipe shall be ¾" Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy-duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

- a) Materials
 - 1. General
 - i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
 - ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.

- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

c. Prohibited Products and Methods

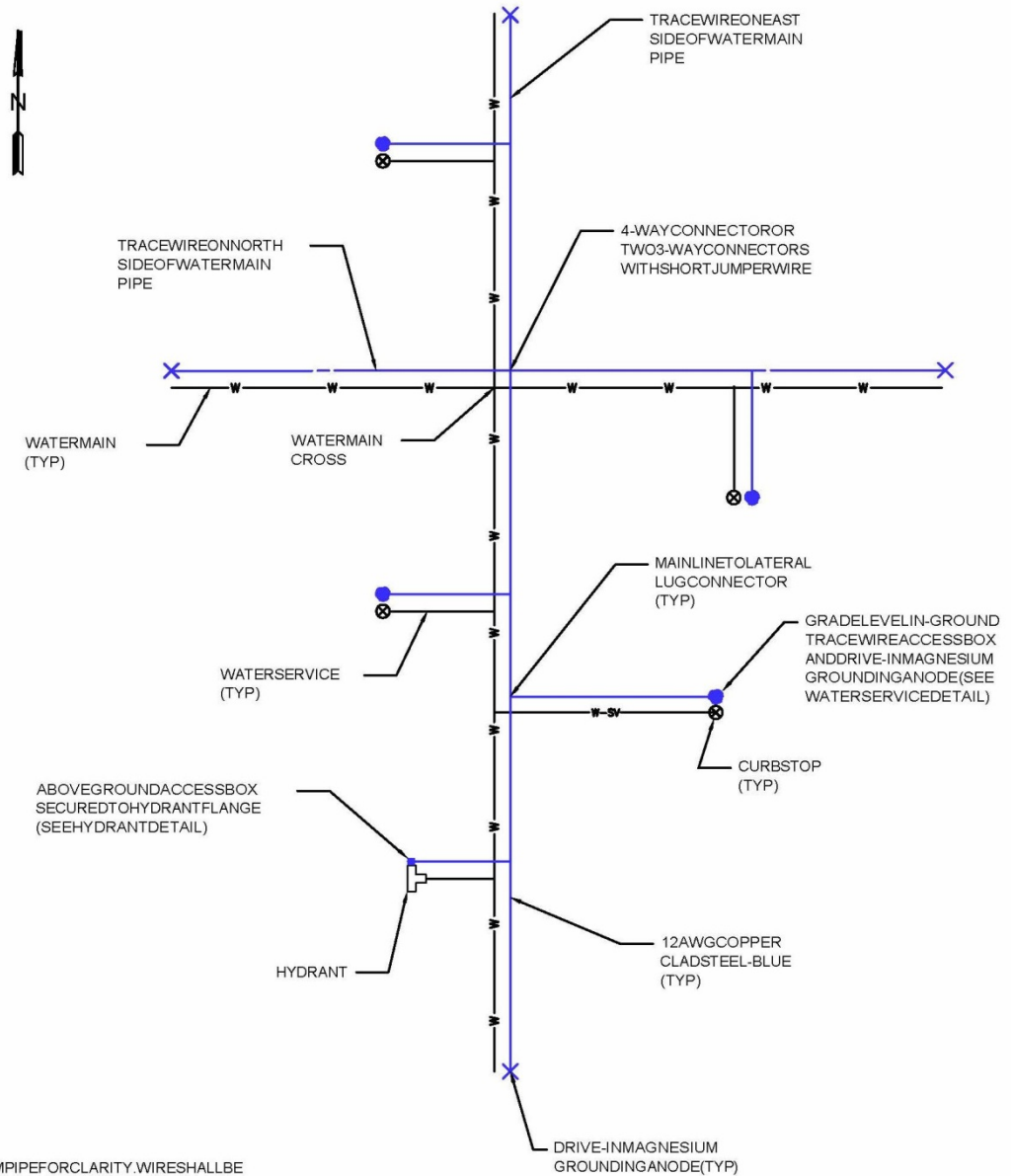
1. The following products and methods shall not be allowed or acceptable

- i.) Uninsulated trace wire
- ii.) Trace wire insulations other than HDPE
- iii.) Trace wires not domestically manufactured
- iv.) Non-locking, friction fit, twist on or taped connectors
- v.) Brass or copper ground rods
- vi.) Wire connections utilizing taping or spray-on waterproofing
- vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- viii.) Trace wire wrapped around the corresponding utility
- ix.) Brass fittings with trace wire connection lugs
- x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- xi.) Connecting trace wire to existing conductive utilities

d. Testing

- 1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

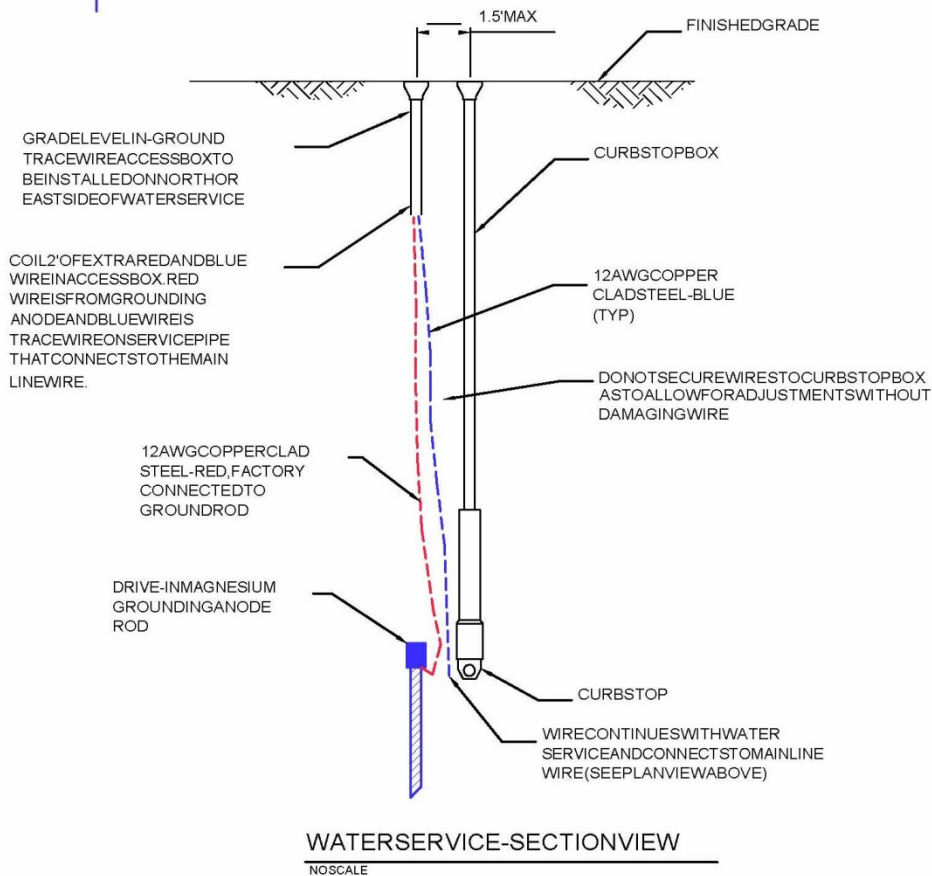
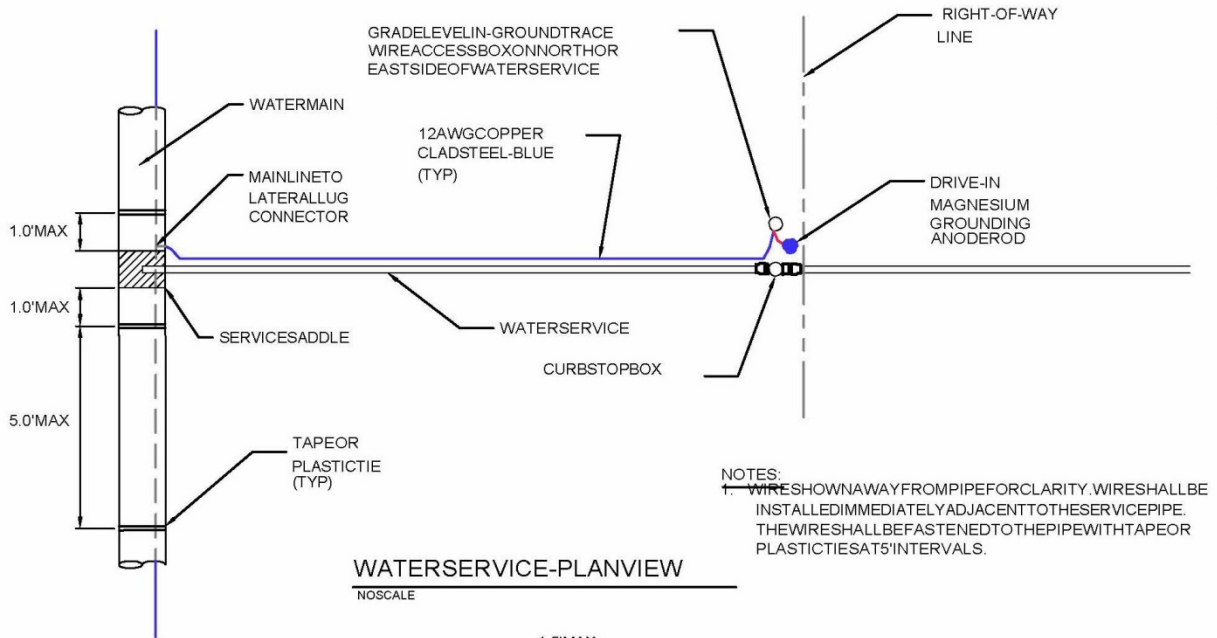


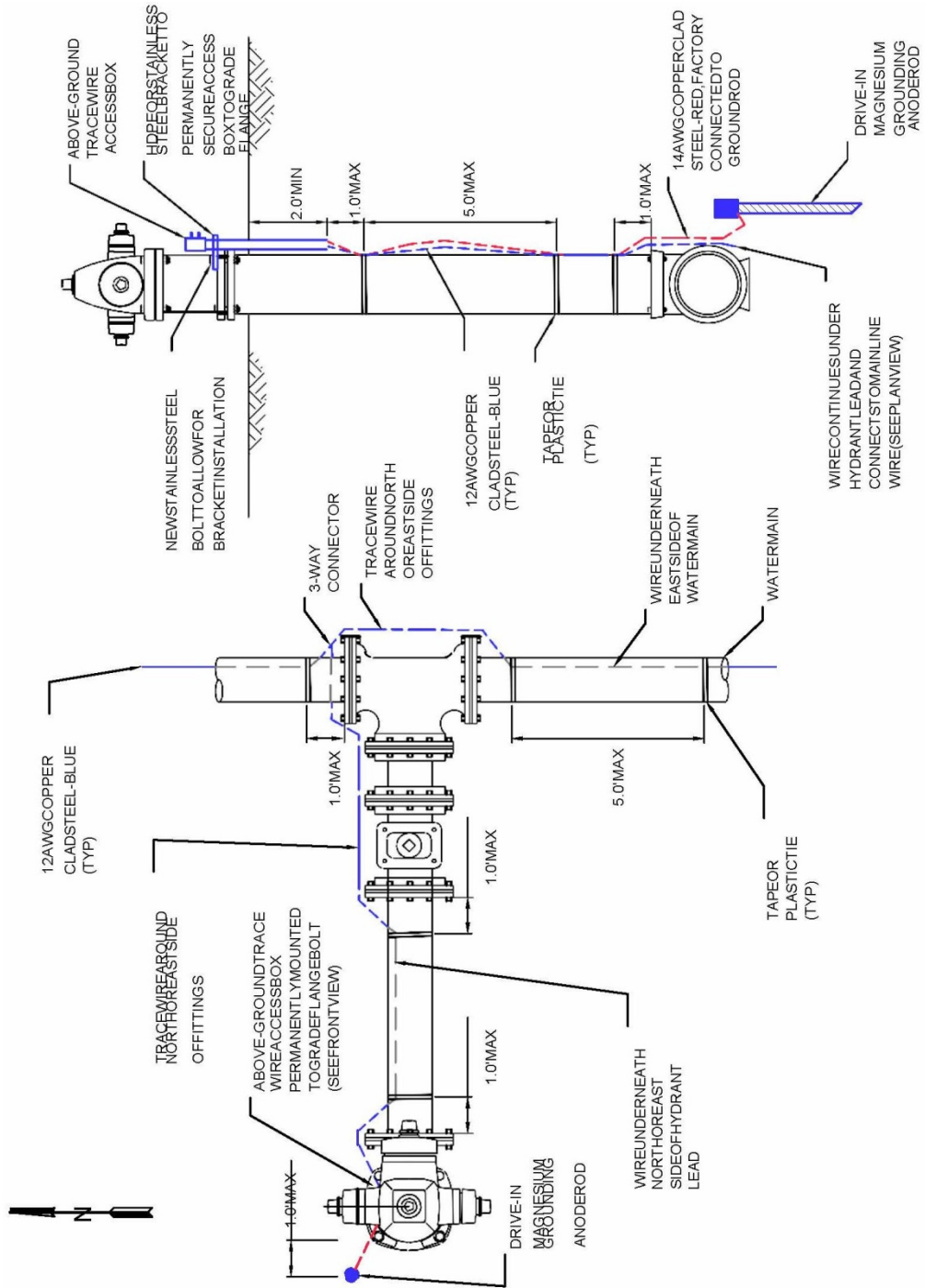
NOTES:

1. WIRES SHOWN AWAY FROM PIPE FOR CLARITY. WIRES SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRES SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

NOSCALE





HYDRANT-SECTION VIEW
NO SCALE

HYDRANT-PLAN VIEW
NO SCALE

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** **Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) **Topsoil:** Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) **Maintenance of Traffic**

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be

provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous

pavement shall be in accordance with MSHD Specification Section 403.03.

- iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
- ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
- ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil

shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours

unless weather is prohibiting) after finish grading operations.

- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be place in accordance with Technical Specification – SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or

hardiness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been affected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) **MAINTENANCE**: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) **ESTABLISHMENT of GROWTH**
- a) General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of

grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

- b) Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
- c) Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
- d) Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 ¼" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at

the ground line flange.

- h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
- i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.

- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) COATING

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) **MARKINGS:** Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 20, 2019

Re: Ratify State and Local Disaster Assistance Agreement with Mississippi Emergency Management Agency (MEMA) in relation to the Flood Event December 27-29, 2018.
File Number: 2019-56
Minute Book #

Summary

Ratify State and Local Disaster Assistance Agreement with Mississippi Emergency Management Agency (MEMA) in relation to the Flood Event December 27-29, 2018.

Recommendation Statement

Funding agreement with MEMA regarding public assistance grant related to the December 2018 Flood.

I recommend ratifying agreement.

Please place this on the August 20, 2019 City Council meeting for consideration.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4415 -DR-MS

APPLICANT FIPS #: 035-31020-00

APPLICANT NAME: City of Hattiesburg, Mississippi

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicant's.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Appointing Official:

Carter Carroll
NAME (Print)


SIGNATURE

8/7/19
DATE

Applicant Agent:

Sharon Waits
NAME (Print)


SIGNATURE

8/7/19
DATE

MEMA Only

Governor's Authorized Representative:

Gregory S. Michel, Executive Director
NAME

SIGNATURE

DATE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 20, 2019

Re: Acknowledge receipt of Privilege Tax License Report for July 2019
File Number: 2019-57
Minute Book #

Summary

Privilege Tax License Report for July 2019.

Attached are copies of the monthly Privilege License Reports for July 1 – 31, 2019. A summary has been provided below for easier viewing.

New Licenses	\$ 1,224.83
Renewed Licenses	\$ 15,569.00
Penalties	\$ 266.76
Grand Total	\$ 17,060.59

Recommendation Statement

Recommend acknowledgement of receipt of Privilege Tax License Report for July 2019.

Please place this on the August 20, 2019 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

07/01/2019 TO 08/31/2019

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-19-015196	\$61.00		HATTIESBURG CLINIC, PA-WEIGHT MANAGEMENT 415 S 28TH AV ATTN: ACCOUNTING HATTIESBURG MS 394017283
LIC-02-19-015376	\$45.00		DA REMIX 1531 DESOTO AV CLARKSDALE MS 38614
LIC-02-19-015397	\$65.00		DA REMIX FURNITURE 215 BROADWAY DR STE 70 HATTIESBURG MS 39401
LIC-03-18-012729	\$45.00		E-SCENTIAL BASKETS/WEDDING PLANNING 100 RHODES DR HATTIESBURG MS 39402
LIC-03-19-015503	\$115.00		HATTIESBURG CLINIC, PA-CONNECTIONS/PHYCHOLOGY & COUNSELING 415 S 28TH AV ATTN: ACCOUNTING HATTIESBURG MS 394017283
LIC-03-19-015534	\$45.00		HUB CITY FASHIONS 294 TIDEWATER RD HATTIESBURG MS 39402
LIC-03-19-015584	\$35.00		NITA & LEROY'S 324 MCINNIS SPRINGS RD HATTIESBURG MS 39401
LIC-03-19-015585	\$7.50		NITA & LEROY'S 540 HOOD RD HATTIESBURG MS 39401
LIC-03-19-015587	\$22.50		NITA & LEROY'S 324 MCINNIS SPRINGS RD HATTIESBURG MS 39401
LIC-04-19-015683	\$55.00		ERMC, LLC 2226 ENCOMPASS DR STE 116 CHATTANOOGA TN 37421
LIC-06-19-016076	\$32.50		YAMATO STEAK HOUSE 5040 HARDY ST HATTIESBURG MS 39401
LIC-06-19-016155	\$30.00		LEWIS FIRE PROTECTION 6230 JACKSON RAYMOND RD RAYMOND MS 39154
LIC-06-19-016159	\$45.00		BLUELEAF CBD LLC 1910 HARDY ST HATTIESBURG MS 39401
LIC-06-19-016169	\$45.00		NEW ASIAN EXPRESS INC 5004 LINCOLN RD STE 10 HATTIESBURG MS 39402
LIC-06-19-016171	\$93.00	\$19.53	AT&T MOBILITY 6109 HIGHWAY 98 W STE 40 HATTIESBURG MS 39402
LIC-07-19-016246	\$45.00		F AND S AUTO SALES 1419 W PINE ST HATTIESBURG MS 39401

LIC-07-19-016248	\$50.00	BREAZY'S BOUTIQUE LLC 6555 HWY 98 STE 21 HATTIESBURG MS 39402
LIC-07-19-016291	\$45.00	TIENDA LA PAZ 5385 OLD HWY 42 HATTIESBURG MS 39401
LIC-07-19-016298	\$2.50	FAMILY DOLLAR STORES, INC # 30318 2526 LINCOLN ROAD ATTN: LICENSING HATTIESBURG MS 39401-
LIC-07-19-016323	\$20.00	GRID SOURCE 2808 EDWARDS ST HATTIESBURG MS 39401
LIC-07-19-016326	\$20.00	HIDDEN SECRETS BOUTIQUE 308 N 40TH AV HATTIESBURG MS 39401
LIC-07-19-016328	\$20.00	GRANDIFLORIA ENTERTAINMENT 202 N 37TH AV HATTIESBURG MS 39401
LIC-07-19-016357		BALANCED LIVING COUNSELING SERVICES 610 ADELINE ST STE 1A HATTIESBURG MS 39401
LIC-07-19-016381	\$2.50	YAMATO STEAK HOUSE 5040 HARDY ST HATTIESBURG MS 39401
LIC-07-19-016390	\$20.00	LULU SWEETS & MORE ICE CREAM TRUCK 600 WILLIAMS ST HATTIESBURG MS 39401
LIC-07-19-016397	\$20.00	BRIGHTER HORIZONS THERPY, LLC 77 ST. ANNES DR HATTIESBURG MS 39401
LIC-07-19-016411	\$20.00	PRESSED 2 BE PRETTY 155 CROSS CREEK PKWY APT 325 HATTIESBURG MS 39402
LIC-07-19-016451	\$20.00	G & D PHOTOGRAPHY 209 MANDALAY DR HATTIESBURG MS 39402
LIC-09-18-014209	\$55.00	HEARTBEATZ ENTERTAINMENT 6280 HWY 49 N HATTIESBURG MS 39401
LIC-10-18-014568	\$43.33	LECTURE 207 E FRONT ST STE 104 HATTIESBURG MS 39401
LIC-12-18-014839	\$45.00	T&S DESIGNS 301 HUMBLE AV STE 168 HATTIESBURG MS 39401
LIC-12-18-014877	\$55.00	TREMONT AT 22 APARTMENTS, LLC 22 CAMPBELL SCENIC DR HATTIESBURG MS 39401
32	\$1,224.83	\$19.53

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-06-19-016134	\$30.00	\$3.30	WRIGHT & WRIGHT CPA'S, PLLC PO BOX 16433 HATTIESBURG MS 394020000
LIC-06-19-016175	\$135.00		RAISING CANE'S 6800 BISHOP RD PLANO TX 750243549

LIC-06-19-016176	\$20.00	\$3.60	SUNGLASS HUT #4753 PO BOX 8509 MASON OH 450400000
LIC-07-19-016226	\$30.00		HALLIWELL, D. H. 314 S 25TH AV HATTIESBURG MS 394010000
LIC-07-19-016227	\$30.00		SMITH PETROLEUM, INC. PO BOX 15926 HATTIESBURG MS 39404-5926
LIC-07-19-016228	\$20.00		HARRY E. GOZA, JR. 814 S 28TH AVENUE HATTIESBURG MS 394020000
LIC-07-19-016229	\$30.00		JIMMY JOHN'S GOURMET SANDWICHES 129 WEDGEWOOD TRACE HATTIESBURG MS 39402-
LIC-07-19-016230	\$20.00		1ST DENTAL, LLC 313 SOUTH 40TH AV HATTIESBURG MS 39402
LIC-07-19-016231	\$20.00		BEAUTY FIRST 2609 LINCOLN RD HATTIESBURG MS 39402
LIC-07-19-016232	\$20.00	\$30.40	CLAYTON POLYGRAPH SERVICES, INC LLC PO BOX 898 PETAL MS 39465-
LIC-07-19-016233	\$20.00		TOBACCO DISCOUNT 5295 OLD HWY 11 STE 4 HATTIESBURG MS 39402-
LIC-07-19-016234	\$280.00		VENDONE 85 SAINT ANNES HATTIESBURG MS 39401-
LIC-07-19-016235	\$20.00		STEWARTS CAMERA CENTER 103 THORNHILL DRIVE HATTIESBURG MS 394020000
LIC-07-19-016236	\$20.00		EZ CASH 8601 DUNWOODY PLACE 406 ATLANTA GA 33035
LIC-07-19-016237	\$105.00		HATTIESBURG CARS, LLC 1620 W PINE STREET HATTIESBURG MS 394010000
LIC-07-19-016238	\$20.00		CASH COW 8601 DUNWOODY PLACE 406 ATLANTA GA 30350-
LIC-07-19-016239	\$30.00		T-MOBILE 2902 HARDY ST STE 110 HATTIESBURG MS 39401
LIC-07-19-016241	\$20.00		DABBS PHOTOGRAPHY 85 ST ANDREWS HATTIESBURG MS 39401
LIC-07-19-016242	\$20.00		S & B CONSTRUCTION GROUP, LLC 8740 E 30TH STREET INDIANAPOLIS IN 46219-
LIC-07-19-016243	\$20.00	\$2.20	SANTOS TIRE SHOP 718 MORTON STREET HATTIESBURG MS 39401-
LIC-07-19-016245	\$20.00		UAR DIRECT LLC 5110 HWY 49 S HATTIESBURG MS 39401-

LIC-07-19-016247	\$20.00		SOUTHERN STAR MEDICAL GROUP LLC 101 ASBURY CIRCLE HATTIESBURG MS 39402-
LIC-07-19-016249	\$20.00	\$2.20	BEAUTIFUL DAY ASSISTED LIVING, LLC 1006 N. 30TH AV HATTIESBURG MS 39401
LIC-07-19-016250	\$30.00	\$3.30	CONTINENTAL RAILS, INC PO BOX 15776 HATTIESBURG MS 39404
LIC-07-19-016251	\$20.00		PINE BELT CHIROPRACTIC INC 117 THORNHILL DRIVE HATTIESBURG MS 39402-
LIC-07-19-016252	\$30.00		WALKER-HILL ENVIRONMENTAL, INC PO BOX 1147 FOXWORTH MS 39483
LIC-07-19-016253	\$1,200.00		PROBUILD COMPANY LLC 2001 BRYAN ST 1600 DALLAS TX 752010000
LIC-07-19-016254	\$20.00		BURGER KING #4673 PO BOX 6577 NEW ORLEANS LA 70174
LIC-07-19-016257	\$20.00		AMBASSADOR CONSTRUCTION 310 RUBY STREET HATTIESBURG MS 394010000
LIC-07-19-016258	\$20.00	\$2.20	BEAUTY MART 1208 HARDY STREET HATTIESBURG MS 39402-0000
LIC-07-19-016259	\$20.00	\$2.20	BLING BEAUTY 2410 LINCOLN RD HATTIESBURG MS 39401
LIC-07-19-016260	\$1,840.00		THE HOME DEPOT #2905 4100 O'FERRELL STREET HATTIESBURG MS 39402
LIC-07-19-016261	\$105.00		KENTUCKY FRIED CHICKEN #58 PO BOX 2906 LAUREL MS 39442
LIC-07-19-016262	\$30.00		SMARTSTYLE FAMILY HAIR SALONS #2536 6072 US HIGHWAY 98 HATTIESBURG MS 39403
LIC-07-19-016263	\$20.00		JENE'S 6111 US HWY 49 S 100 HATTIESBURG MS 39401-
LIC-07-19-016264	\$20.00		THE GOLD PLACE 3801 W 4TH STREET HATTIESBURG MS 39401-
LIC-07-19-016265	\$30.00		THE FIRST NATIONAL BANK OF SOUTH MISSISSIPPI PO BOX 15549 HATTIESBURG MS 394040000
LIC-07-19-016266	\$20.00		SMILES BY BIGELOW 4301 LINCOLN ROAD HATTIESBURG MS 39402-
LIC-07-19-016267	\$20.00	\$2.20	TREASURE TAILS & ADVENTURES 6804 HWY 98 HATTIESBURG MS 39402-
LIC-07-19-016268	\$150.00		E. CORNELL MALONE CORPORATION 1 COMMERCE DR STE 200 HATTIESBURG MS 39402

LIC-07-19-016269	\$45.00		SONIC OF HATTIESBURG #2 5895 HIGHWAY 49 HATTIESBURG MS 39401
LIC-07-19-016270	\$20.00		GILLILAND ELECTRONICS SUPPLY CO. 72 INDUSTRIAL DRIVE HATTIESBURG MS 39402
LIC-07-19-016271	\$150.00		SOUTHERN EYE PHYSICIANS CENTER, LLC 1420 S 28TH AVENUE HATTIESBURG MS 394020000
LIC-07-19-016272	\$30.00	\$4.20	BRISTER-STEPHENS, INC.45 SOLAR COURT MANDEVILLE,LA 70471 45 SOLAR COURT MANDEVILLE LA 70471
LIC-07-19-016273	\$20.00		WIRELESS DIMENSION 2 6003 SUMMAR HOLLY LN RICHMOND TX 77407
LIC-07-19-016274	\$90.00		4TH STREET CAR WASH 5194 HIGHWAY 49 S HATTIESBURG MS 394010000
LIC-07-19-016275	\$20.00		HOUSE & PROPERTY CARE 707 ADELINE STREET HATTIESBURG MS 39401
LIC-07-19-016276	\$150.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 JACKSON MS 392011071
LIC-07-19-016277	\$30.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 JACKSON MS 392011071
LIC-07-19-016278	\$30.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 HATTIESBURG MS 394020000
LIC-07-19-016279	\$30.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST JACKSON MS 39201
LIC-07-19-016280	\$20.00		AUTO LOCATORS & SALES INC 6384 HWY 98 HATTIESBURG MS 39402-
LIC-07-19-016281	\$20.00		TURTLE CREEK COOKIE, LLC 1000 TURTLE CREEK MALL K7 HATTIESBURG MS 39402-
LIC-07-19-016282	\$48.00		LITTLE CAESARS OF HATTIESBURG 3602 HARDY STREET HATTIESBURG MS 39401
LIC-07-19-016283	\$20.00		INTERPINE LLC 3702 HARDY STREET 2 HATTIESBURG MS 39404
LIC-07-19-016284	\$30.00		TRUSTMARK NATIONAL BANK 3112 HARDY ST HATTIESBURG MS 39401
LIC-07-19-016285	\$50.00		STOKES DISTRIBUTING CO. INC. 12 STOKES DRIVE HATTIESBURG MS 394019084
LIC-07-19-016286	\$33.00		SECURAMERICA, LLC 1000 TURTLE CREEK DR 290 HATTIESBURG MS 39402
LIC-07-19-016287	\$63.00		DIRT CHEAP, LLC PO BOX 1857 HATTIESBURG MS 394031857

LIC-07-19-016289	\$20.00	\$2.20	ANNIE L. AMOS 1331 N MAIN STREET HATTIESBURG MS 39401-
LIC-07-19-016294	\$30.00		COMMUNITY BANK - ELLISVILLE 6095 HIGHWAY 49 HATTIESBURG MS 39404-
LIC-07-19-016295	\$54.00		COMMUNITY BANK-HATTIESBURG 5010 HARDY STREET HATTIESBURG MS 39401
LIC-07-19-016297	\$50.00		FAMILY DOLLAR STORES, INC # 30318 500 VOLVO PARKWAY ATTN: TAX & LICENSE CHESAPEAKE VA 23320
LIC-07-19-016299	\$20.00		HATTIESBURG MEDICAL SUPPLY 1301 S 28TH AVENUE HATTIESBURG MS 39401
LIC-07-19-016300	\$20.00		MADE IN THE SHADE LAWN CARE 7 SUMMERWOOD LANE HATTIESBURG MS 394020000
LIC-07-19-016301	\$20.00		MUNN ENTERPRISES INC.(ELECTRICAL) 7712 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-07-19-016302	\$20.00		PEACE OF MIND 803 ARLEDGE STREET HATTIESBURG MS 39401-
LIC-07-19-016303	\$30.00		NEUROLOGY ASSOCIATES 5003 HARDY STREET STE 400 HATTIESBURG MS 39402-
LIC-07-19-016304	\$15.00	\$7.50	WASABI SUSHI II INC 6096 HWY 98 HATTIESBURG MS 39402
LIC-07-19-016305	\$30.00	\$6.00	WASABI SUSHI II INC 6096 HWY 98 STE 8 HATTIESBURG MS 39402
LIC-07-19-016309	\$20.00		WILLIAMS SERVICE 169 W CANEBRAKE BOULEVARD HATTIESBURG MS
LIC-07-19-016310	\$20.00		MONOGRAM HUT FRANCHISING INC 43 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-07-19-016311	\$93.00		PETCO #1572 4600 HARDY STREET STE 23A HATTIESBURG MS 39401
LIC-07-19-016312	\$20.00		CYPRESS MOBILE HOME PARK 906 CYPRESS ST HATTIESBURG MS 39401
LIC-07-19-016313	\$20.00	\$3.00	EDWARDS MOBILE HOME PARK 6 SOUTH WINDRIDGE PURVIS MS 39475
LIC-07-19-016314	\$20.00		JACKSON BEAUTY & BARBER 700 HALL AVENUE HATTIESBURG MS 39401
LIC-07-19-016316	\$30.00		LAVISH 3002 HARDY ST STE 130 (MIDTOWN) HATTIESBURG MS 39402
LIC-07-19-016317	\$20.00		EDWARD JONES PO BOX 66528 ATTN: BRANCH TAX 28659 ROAD ST LOUIS MO 631666528

LIC-07-19-016318	\$20.00		AMERICAN DELI 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-07-19-016319	\$150.00		OWL DRUG STORE 2 MEDICAL BOULEVARD HATTIESBURG MS
LIC-07-19-016320	\$51.00		DERMATOLOGY CLINIC OF H'BURG P.A. 104 ASBURY CIRCLE HATTIESBURG MS 39402
LIC-07-19-016321	\$510.00		NATIONAL ENTERTAINMENT NETWORK, LLC 325 INTERLOCKEN PARKWAY B BROOMFIELD CO 80021-8043
LIC-07-19-016322	\$765.00		NATIONAL ENTERTAINMENT NETWORK, LLC 325 INTERLOCKEN PARKWAY B BROOMFIELD CO 80021-8043
LIC-07-19-016324	\$30.00		LADY LUCK TATTOO 6230 HIGHWAY 49 N HATTIESBURG MS 394010000
LIC-07-19-016325	\$20.00		RICHTON TIE AND TIMBER, LLC PO BOX 606 PETAL MS 39465-
LIC-07-19-016327	\$1,840.00		BELK #670 2801 W TYVOLA ROAD CHARLOTTE NC 282174500
LIC-07-19-016329	\$20.00		P AND R COSMETIC ALLIANCE, LLC 421 S 28TH AVENUE 110 HATTIESBURG MS 39401-
LIC-07-19-016330	\$40.00		MOORE'S BICYCLE SHOP 1607 HARDY STREET C HATTIESBURG MS 39401
LIC-07-19-016331	\$20.00		KONE, INC. 1 KONE COURT MOLINE IL 612650000
LIC-07-19-016332	\$30.00		U-HAUL COMPANY OF MISSISSIPPI PO BOX 21517 PHOENIX AZ 850361517
LIC-07-19-016333	\$30.00		ADVANTAGE PROMOTIONAL SYSTEMS, INC. 5219 OLD HIGHWAY 11 HATTIESBURG MS
LIC-07-19-016334	\$20.00		AFFORDABLE AUTO CARE 100 64TH STREET HATTIESBURG MS 39401-
LIC-07-19-016335	\$20.00		COUGHLINS FLORIST 400 BAY STREET HATTIESBURG MS 39401
LIC-07-19-016336	\$54.00	\$65.88	BELK SALON #670 2801 W TYVOLA RD CHARLOTTE NC 282174500
LIC-07-19-016337	\$30.00		MAXWELL PLUMBING 1510 TRUELIGHT ROAD CHUNKY MS 39323-
LIC-07-19-016338	\$20.00		JOHNNY DUPREE REALTY PO BOX 574 HATTIESBURG MS 394030574
LIC-07-19-016339	\$30.00		LANCE COMPUTER SYSTEMS INC 5296 OLD HWY 11 3 HATTIESBURG MS 39402

LIC-07-19-016342	\$20.00		ELWOOD STAFFING SERVICES INC P.O. BOX 1024 N BLVD COLUMBUS IN 472021024
LIC-07-19-016344	\$20.00		BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-07-19-016345	\$20.00		BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-07-19-016348	\$20.00		BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-07-19-016349	\$20.00		FLY BOUTIQUE, LLC 28 MARKET COURT #60 HATTIESBURG MS 39402-
LIC-07-19-016350	\$700.00		ALL BRANDS FOODS INC. 76 RAWLS SPRINGS LOOP ROAD HATTIESBURG MS 394010000
LIC-07-19-016351	\$36.00		ALL BRANDS FOODS INC. 76 RAWLS SPRINGS LOOP ROAD HATTIESBURG MS 394010000
LIC-07-19-016352	\$30.00		AMERICA'S HOME PLACE, INC 2144 HILTON DR GAINESVILLE GA 305010000
LIC-07-19-016353	\$80.00		WIS-PAK OF HATTIESBURG, LLC 860 WEST STREET WATERTOWN WI 53094-
LIC-07-19-016354	\$75.00		SOUTHERN FINANCIAL SYSTEMS, INC. 2603 OAK GROVE RD STE B HATTIESBURG MS 39402-
LIC-07-19-016358	\$57.00		CLEAR CHANNEL BROADCASTING INC 20880 STONE OAK PKWY SAN ANTONIO TX 78258
LIC-07-19-016361	\$25.00		SCRUBS N MORE 2 201 S 28TH AV B HATTIESBURG MS 39402
LIC-07-19-016362	\$20.00		REAVES PURE WATER LLC 2320 EDDY STREET HATTIESBURG MS 394010000
LIC-07-19-016366	\$20.00		C & M TRANSMISSION, LLC 415 E PINE STREET HATTIESBURG MS 39401
LIC-07-19-016367	\$20.00		MYERS CHILD CARE 1101 DABBS STREET HATTIESBURG MS 39401
LIC-07-19-016369	\$20.00	\$2.40	KINETIX REAL ESTATE, INC. 4010 O'FERRAL ST 219 HATTIESBURG MS 39402
LIC-07-19-016370	\$20.00		AA ELECTRIC, LLC 106 CHESTERFIELD ROAD HATTIESBURG MS 394020000
LIC-07-19-016371	\$45.00		BAKER & GRAHAM DENTAL 4216 LINCOLN RD HATTIESBURG MS 39402
LIC-07-19-016372	\$39.00		BANCORP SOUTH 6471 HIGHWAY 98 W HATTIESBURG MS 39402

LIC-07-19-016373	\$75.00	\$8.25	PLAY IT AGAIN SPORTS 4400 HARDY STREET A12/13 HATTIESBURG MS 39402-
LIC-07-19-016376	\$30.00		SMOOTHIE KING #641 3705 HARDY ST STE 30 HATTIESBURG MS 39402
LIC-07-19-016377	\$66.00		ENT ASSOCIATES OF HATTIESBURG 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-07-19-016378	\$30.00		HATTIESBURG CLINIC, P.A. PSYCHIATRY LINCOLN CENTER 1 LINCOLN PARKWAY 304 HATTIESBURG MS 39401
LIC-07-19-016379	\$560.00		SHOE STATION 720 EXECUTIVE PARK DRIVE MOBILE AL 366060000
LIC-07-19-016380	\$102.00		HATTIESBURG G.I. ASSOCIATES. PLLC 100 METHODIST BOULEVARD HATTIESBURG MS 394020000
LIC-07-19-016382	\$30.00		DIGESTIVE DISEASE CENTER OF H'BURG 100 METHODIST BOULEVARD HATTIESBURG MS 39402
LIC-07-19-016385	\$20.00		ESSARY HEATING & A/C, INC. 60 ESSARY LANE SEMINARY MS 39479
LIC-07-19-016386	\$25.00		MOBILE ONE NET 6 BLACKWELL BOULEVARD HATTIESBURG MS 39402-
LIC-07-19-016387	\$285.00		MOBILE ONE NET 5319 OLD HWY 42 HATTIESBURG MS 39401
LIC-07-19-016388	\$20.00		KALEXANT BOUTIQUE 100 BARNES CIR HATTIESBURG MS 39401
LIC-07-19-016389	\$20.00		TOTAL EQUIPMENT MAINTENANCE CO. INC 7385 HWY 483 LENA MS 39094-
LIC-07-19-016391	\$20.00		WINGED-IT 207 S 40TH AVENUE HATTIESBURG MS 394020000
LIC-07-19-016392	\$0.00	\$0.00	COMPUTER DOCTOR & PHONE SURGEONS 329 N 25TH AV HATTIESBURG MS 39401
LIC-07-19-016393	\$20.00	\$2.40	HATTIESBURG COMPUTER DOCTOR 211 S 14TH AV HATTIESBURG MS 39401
LIC-07-19-016394	\$250.00		C & M MUSIC CENTER 2515 WILLIAMS BOULEVARD KENNER LA 700620000
LIC-07-19-016395	\$30.00		GREENBRIAR DIGGING SERVICE, LP 426 WEATHERSBY RD HATTIESBURG MS 39402-
LIC-07-19-016396	\$30.00		SAFELITE AUTO GLASS #5700 6180 HWY 98 W HATTIESBURG MS 39402-
LIC-07-19-016398	\$20.00	\$3.20	ANGEL ACADEMY LEARNING CENTER 6080 HWY 49 S HATTIESBURG MS 39401-

LIC-07-19-016399	\$20.00	\$2.60	LE'S SEAFOOD MARKET & DELI 5332 HIGHWAY 42 BYPASS HATTIESBURG MS 394010000
LIC-07-19-016400	\$20.00		BUNNY DISCOUNT BREAD STORE 5096 HWY 42 HATTIESBURG MS 39401
LIC-07-19-016401	\$135.00		D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG MS 39401
LIC-07-19-016402	\$25.00		D J SHUTTLE & TOUR SERVICE INC. 1043 COTTONWOOD DR HATTIESBURG MS 394020000
LIC-07-19-016403	\$20.00	\$2.40	THE WHOLE ARMOR MANAGEMENT GROUP LLC 88 LONGWOOD DRIVE HATTIESBURG MS 39402-
LIC-07-19-016404	\$20.00	\$2.40	THE WHOLE ARMOR MINISTRY 88 LONGWOOD DRIVE HATTIESBURG MS 39402-
LIC-07-19-016405	\$30.00		MANPOWER US INC. 100 MANPOWER PLACE ATTN: BUSINESS LAW MILWAUKEE WI 532120000
LIC-07-19-016406	\$30.00		FIRST HERITAGE CREDIT LLC 3317 HARDY STREET STE 50 HATTIESBURG MS 39401
LIC-07-19-016407	\$30.00		EDWARDS ELECTRIC SERVICE,LLC PO BOX 4277 MERIDIAN MS 393040000
LIC-07-19-016409	\$20.00		THE PARLOR SALON 117 E FRONT ST HATTIESBURG MS 39401
LIC-07-19-016412	\$20.00		GARCIA USED TIRES 810 BOUIE STREET HATTIESBURG MS 39401-
LIC-07-19-016413	\$20.00		BELLSOUTH TELECOMMUNICATIONS LLC 300 S 40TH AVENUE HATTIESBURG MS 39402
LIC-07-19-016414	\$50.00		QUEST PHARMACY, INC 602 ADELINE STREET STE E HATTIESBURG MS 39401
LIC-07-19-016415	\$630.00		ENTERTAINMENT GROUP INC 111 VETERANS BOULEVARD STE 1546 METAIRIE LA 70005-
LIC-07-19-016416	\$75.00		AMERICAN EAGLE OUTFITTERS #0194 1000 TURTLE CREEK DR 790 HATTIESBURG MS 394021147
LIC-07-19-016417	\$40.00		JOURNEYS #1103 1415 MURFREESBORO PIKE ROOM 240 NASHVILLE TN 372172829
LIC-07-19-016418	\$20.00		VOSS & ASSOCIATES, PLLC 22 MILLBRANCH ROAD 300 HATTIESBURG MS 39402
LIC-07-19-016419	\$20.00		T & C COMPANY INC 616 CAMPBELL LOOP HATTIESBURG MS 394013044
LIC-07-19-016420	\$20.00		LEAMAN'S ANTIQUES 2103 W PINE STREET HATTIESBURG MS 39402

LIC-07-19-016421	\$20.00		WORKNET 2000, INC P O BOX 1367 METAIRIE LA 70001-
LIC-07-19-016422	\$20.00		FAMILY HEARING SERVICES, LLC 6380 HIGHWAY 98 W STE 1 HATTIESBURG MS 394020000
LIC-07-19-016423	\$60.00		J&J PRODUCE CO INC 105 FREDRICK STREET HATTIESBURG MS 39401
LIC-07-19-016424	\$20.00		WESTERN MOTEL UNIVERSITY 3501 HARDY STREET HATTIESBURG MS 39401
LIC-07-19-016425	\$30.00		HATTIESBURG CLINIC P A - HYPERTENSION CENTER 7 MEDICAL BOULEVARD HATTIESBURG MS 39401-
LIC-07-19-016426	\$20.00		BURGER KING #9037 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402
LIC-07-19-016427	\$30.00		LENNY'S SUB SHOP 3704 HARDY STREET HATTIESBURG MS 39401
LIC-07-19-016428	\$20.00		AUTOMATIC FIRE PROTECTION, LLC 36060 AMANDA ROAD PEARL RIVER LA 70452-
LIC-07-19-016429	\$20.00	\$2.20	CURTIS CUSTOM COUNTERS 112 COLONIAL HATTIESBURG MS 39401
LIC-07-19-016431	\$20.00		THE OAKS ICC 607 CORINNE STREET STE A1 HATTIESBURG MS 39401-
LIC-07-19-016432	\$30.00		ASTHMA & ALLERGY CLINIC-HATT., PLLC 109 MILLSAPS DRIVE HATTIESBURG MS 394020000
LIC-07-19-016433	\$20.00		GO YOUNG FASHIONS 2 111 S 40TH AVENUE STE 10 HATTIESBURG MS 39402-
LIC-07-19-016434	\$20.00		SHOEMAKER PROPERTY MANAGEMENT LLC DBA 219 S 40TH AVENUE STE F HATTIESBURG MS 39402
LIC-07-19-016435	\$30.00		STEWART & SONS PLUMBING PO BOX 1002 PETAL MS 394650000
LIC-07-19-016436	\$40.00		TURNER SUPPLY COMPANY 7028 HIGHWAY 49 N STE A HATTIESBURG MS 39401-
LIC-07-19-016437	\$20.00		LEE'S MAINTENANCE 1918 EDWARDS STREET HATTIESBURG MS 39401
LIC-07-19-016438	\$30.00		SHIPLEY DONUTS 2011 HARDY STREET HATTIESBURG MS 394010000
LIC-07-19-016439	\$20.00		HUB REFRIGERATION & FIXTURE CO. 4105 US HIGHWAY 11 HATTIESBURG MS 39402-
LIC-07-19-016440	\$20.00		HUB REFRIGERATION & FIXTURE CO PO BOX 17395 HATTIESBURG MS 39404

LIC-07-19-016441	\$20.00		A & R FARM & GARDEN 5367 OLD HIGHWAY 42 HATTIESBURG MS 394010000
LIC-07-19-016442	\$20.00		JCK ELECTRICAL, LLC 30 TRANQUILITY LN MOSELLE MS 39459
LIC-07-19-016443	\$20.00		THOMPSON, CHARLES 367 CHURCH STREET PETAL MS 394650000
LIC-07-19-016444	\$20.00		EL JAROCHO 116 N GEORGE ST PETAL MS 39465
LIC-07-19-016445	\$54.00		PEDIATRUST HATTIESBURG, LLC 401 S 40TH AV HATTIESBURG MS 39402
LIC-07-19-016446	\$150.00		JOS. A. BANK CLOTHIERS 6156 US HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-07-19-016447	\$20.00		CARRIGEE CONSULTING LLC 1017 POAR RD HATTIESBURG MS 39401
LIC-07-19-016448	\$30.00		MS FIRE/FRED'S FIRE 500 CAMPBELL LOOP HATTIESBURG MS 39402
LIC-07-19-016449	\$20.00		FAITH CONSULTANT, LLC PO BOX 574 HATTIESBURG MS 39403-0574
LIC-07-19-016450	\$30.00		KEENE, BAINE, SANDERSON, HAIGLER & EAVERSON, PA 12 PROFESSIONAL PARKWAY HATTIESBURG MS 39402-
LIC-07-19-016452	\$200.00	\$22.00	SURPLUS WAREHOUSE 5131 HIGHWAY 42 HATTIESBURG MS 394010000
LIC-07-19-016453	\$20.00	\$28.80	PLANET NUTRITION 36 PECAN LAKES TRAIL PETAL MS 39465-
LIC-07-19-016454	\$45.00		BELL AUTO SALES & TOWING 5244-A HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-08-19-016455	\$30.00		SOUTHERN COLONEL HOMES, INC. #2 7390 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-19-016456	\$45.00		SAKALARIOS, BLACKWELL, SIMS & SCHOCK, PLLC 1817 HARDY STREET HATTIESBURG MS 39403-1858
LIC-08-19-016457	\$20.00		LOANMAX 507 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-19-016458	\$81.00		MCDONALD'S #10694 4900 HARDY STREET HATTIESBURG MS 39402
LIC-08-19-016459	\$30.00		EXECUTIVE INN 6595 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-08-19-016460	\$30.00		ECONO LODGE 309 SOUTH 16TH AV N LAUREL MS 394400000

LIC-08-19-016461	\$30.00		MARTIN H. BAKER, JR. DDS 6504 HIGHWAY 98 STE G HATTIESBURG MS 39402
LIC-08-19-016462	\$20.00		METRO MEDICAL 5268 OLD HIGHWAY 11 STE 2 HATTIESBURG MS 39401
LIC-08-19-016463	\$20.00		HOOD COMPANIES, INC 623 MAIN STREET HATTIESBURG MS 39401
LIC-08-19-016464	\$20.00	\$2.20	AIR MAINTENANCE INC. PO BOX 18587 HATTIESBURG MS 39404-
LIC-08-19-016466	\$40.00		SOUTHERN GAS & SUPPLY INC. 1512 MAIN STREET HATTIESBURG MS 39401-
LIC-08-19-016467	\$20.00	\$28.00	MALLETTE ELECTRICAL 125 CHESLER MOSLEY ROAD MOSELLE MS 39459-
LIC-08-19-016469	\$30.00		TOTAL KIDS ZONE LLC 6054 U S HWY 49 HATTIESBURG MS 39401-
LIC-08-19-016470	\$20.00		SCOTT SCHWARTZ, P.A. PO BOX 191 HATTIESBURG MS 394030000
LIC-08-19-016471	\$93.00		UNICARE RX, INC. 124 WALNUT STREET HATTIESBURG MS 394010000
LIC-08-19-016472	\$20.00		DERKSON OF HATTIESBURG 7336 N HWY 49 HATTIESBURG MS 39401
LIC-11-15-5843	\$0.00		PLANET NUTRITION 4600 HARDY STREET STE 5 HATTIESBURG MS 39403
203	\$15,569.00	\$247.23	

Total Collection for July

New Licenses	\$1,224.83
Renewed Licenses	\$15,569.00
Penalties	\$266.76
Grand Total	\$17,060.59



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, August 20, 2019
Re: Acknowledge Proof of Publications for the month of July 2019.
File Number: 2019-59
Minute Book #

Summary

Acknowledge Proof of Publications for the month of July 2019.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of July 2019

Please place this on the August 20, 2019 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 368 Published 1 times

Date 1st Published: Jun 27 Amt: 44.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

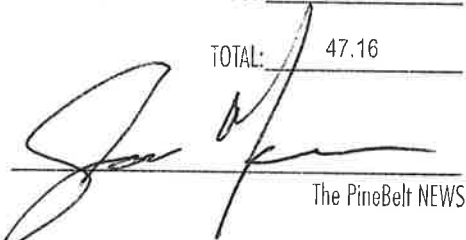
Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 44.16

Proof of Publication Fee: 3.00

TOTAL: 47.16

(signed)


The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of June, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)



FOR OFFICE USE ONLY:

- ☐ Em P: 06/19
- ☐ App: _____
- ☐ File Name: CoH - Resolution 2019-199
- ☐ Invoice #: 94164
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and
of a general summary of the subject mat-
ter contained in Resolution No. 2019-
199, duly adopted and approved by the
City Council of the City of Hattiesburg on
June 4, 2019. A complete copy of the
Resolution is available for public inspec-
tion during normal and regular business
hours in the office of the City Clerk of the
City of Hattiesburg, 200 Forrest Street,
Hattiesburg, Mississippi, 39401.

Section 1. That the following budget
amendments are hereby authorized to
be made in the City's General Fund Gen-
eral Government Supplies Unappropri-
ated Fund Balance:

Original Balance: \$241,600; Cumula-
tive Amendments: \$30,185; Amended
Budget: \$271,785

Description of Items not previously
listed: Adjust for grant award

Section 2. That the following budget
amendments are hereby authorized to
be made in the City's General Fund Po-
lice & Fire Training Capital Outlay Unap-
propriated Fund Balance:

Original Balance: \$10,000; Cumula-
tive Amendments: \$17,000; Amended
Budget: \$27,000

Description of Items not previously
listed: Adjust for prior year purchase or-
ders for firefighting equipment and grant
award

Section 3. That the following budget
amendments are hereby authorized to
be made in the City's General Fund Pub-
lic Services Other Services & Charges
Unappropriated Fund Balance:

Original Balance: \$4,406,801; Cumu-
lative Amendments: \$878,000; Amended
Budget: \$5,284,801

Description of Items not previously
listed: Adjust for prior year purchase or-
ders, paving projects and refuse disposal
costs

NOW, THEREFORE, BE IT RE-
SOLVED BY THE COUNCIL OF THE
CITY OF HATTIESBURG:

This notice constitutes compliance
with Section 21-35-25 of the Mississippi
Code Annotated (1972) as amended.

The above and foregoing Resolution,
after having been first reduced to writing,
was introduced by Councilmember
George, seconded by Council Vice Pres-
ident Dryden and was adopted by the fol-
lowing roll call votes, to wit:

Yeas: George, Delgado, Carroll,
Dryden, Brown
Absent: None
Nays: None

WHEREUPON the President de-
clared the motion carried and the Reso-
lution adopted, this the 4th day of
June, 2019.

ATTEST: /s/ Ronda S. Cole
Clerk of Council

ADOPT: /s/ Carter Carroll
President

The above and foregoing Resolu-
tion, having been submitted and ap-
proved by the Mayor, this the 4th day of
June, 2019.

ATTEST: /s/ Kemas Eaton
City Clerk

APPROVED: /s/ Toby Barker
Mayor

June 27, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 277 Published 1 times

Date 1st Published: Jul 4 Amt: 33.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.24

Proof of Publication Fee: 3.00

TOTAL: 36.24

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 06/28
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3256
- ☐ Invoice #: 94176
- ☐ Inv. Crt/Mtd: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and
of a general summary of the subject mat-
ter contained in Ordinance No. 3256,
duly adopted and approved by the City
Council of the City of Hattiesburg on
June 18, 2019. A complete copy of the
Ordinance is available for public inspec-
tion during normal and regular business
hours in the office of the City Clerk of the
City of Hattiesburg, 200 Forrest Street,
Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3256

AN ORDINANCE AMENDING THE
LAND DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS
AMENDED, SECTION 5 USE REGULA-
TIONS, SECTION 10, SIGNS, AND
SECTION 13 DEFINITIONS.

FOR THE CITY OF HATTIESBURG,
MISSISSIPPI.

BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972)
as amended.

The above and foregoing Ordinance,
after having been first reduced to writing;
was introduced by Council Vice Presi-
dent Dryden, seconded by Councilmem-
ber George and was adopted by the
following roll call votes, to wit:

Yeas: George, Delgado, Carroll,
Dryden, Brown
Absent: None
Nays: None

WHEREUPON the President de-
clared the motion carried and the Ordi-
nance adopted, this the 18th day of
June, 2019.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ordinance,
having been submitted and approved by
the Mayor, this the 18th day of June,
2019.

ATTEST: /s/ Kemas Eaton,
City Clerk
APPROVED: /s/ Toby Barker,
Mayor

Published July 4, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 263 Published 1 times

Date 1st Published: Jul 4 Amt: 31.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.56

Proof of Publication Fee: 3.00

TOTAL: 34.56

(signed) Keith Leuch
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)



FOR OFFICE USE ONLY:

- ☐ Em P: 06/28
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3257
- ☐ Invoice #: 94176
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and
of a general summary of the subject mat-
ter contained in Ordinance No. 3257,
duly adopted and approved by the City
Council of the City of Hattiesburg on
June 18, 2019. A complete copy of the
Ordinance is available for public inspec-
tion during normal and regular business
hours in the office of the City Clerk of the
City of Hattiesburg, 200 Forrest Street,
Hattiesburg, Mississippi, 39401.

The title of this Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3257

AN ORDINANCE OF THE CITY OF
HATTIESBURG, MISSISSIPPI, TO
REPEAL THE CITY OF HATTIESBURG

ORDINANCE NO. 3155 BE IT OR-
DAINED BY THE MAYOR AND COUN-
CIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972)
as amended.

The above and foregoing Ordinance,
after having been first reduced to writing,
was introduced by Councilmember
Brown, seconded by Council Vice Pres-
ident Dryden and was adopted by the fol-
lowing roll call votes, to wit:

Yeas: George, Delgado,
Carroll, Dryden, Brown
Absent: None
Nays: None

WHEREUPON the President de-
clared the motion carried and the Ordi-
nance adopted, this the 18th day of
June, 2019.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPT: /s/ Carter Carroll,
President

The above and foregoing
Ordinance, having been submitted
and approved by the Mayor, this the
18th day of June, 2019.

ATTEST: /s/ Kemas Eaton,
City Clerk
APPROVED: /s/ Toby Barker,
Mayor

Published July 4, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 264 Published 1 times

Date 1st Published: Jul 4 Amt: 31.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.68

Proof of Publication Fee: 3.00

TOTAL: 34.68

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 06/28
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3258
- ☐ Invoice #: 94176
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and
of a general summary of the subject mat-
ter contained in Ordinance No. 3258,
duly adopted and approved by the City
Council of the City of Hattiesburg on
June 18, 2019. A complete copy of the
Ordinance is available for public inspec-
tion during normal and regular business
hours in the office of the City Clerk of the
City of Hattiesburg, 200 Forrest Street,
Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3258

AN ORDINANCE OF THE CITY OF
HATTIESBURG, MISSISSIPPI, PER-
TAINING TO PARAPHERNALIAS DE-
FINED IN MS CODE 41-29-105 (V) BE
IT ORDAINED BY THE MAYOR AND
COUNCIL OF THE CITY OF HATTIES-
BURG, MISSISSIPPI:

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972)
as amended.

The above and foregoing Ordinance,
after having been first reduced to writing,
was introduced by Councilmember Del-
gado, seconded by Councilmember
Brown and was adopted by the following
roll call votes, to wit:

Yeas: George, Delgado,

Carroll, Dryden, Brown

Absent: None

Nays: None

WHEREUPON the President de-
clared the motion carried and the Ordi-
nance adopted, this the 18th day of
June, 2019.

ATTEST: /s/ Ronda S. Cate,
Clerk of Council

ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ordinance,
having been submitted and approved by
the Mayor, this the 18th day of June,
2019.

ATTEST: /s/ Kennae Eaton,
City Clerk

APPROVED: /s/ Toby Barker,
Mayor

Published July 4, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 281 Published 1 times

Date 1st Published: Jul 4 Amt: 33.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.71

Proof of Publication Fee: 3.00

TOTAL: 36.71

(signed) Reth Runch
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Kermas Eaton
NOTARY PUBLIC
ID No. 127677
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 06/28
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3259
- ☐ Invoice #: 94176
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3259, duly adopted and approved by the City Council of the City of Hattiesburg on June 18, 2019. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi 39401.

HATTIESBURG, MISSISSIPPI, DEVELOPING A PROCESS BY WHICH THOSE PERSONS CHARGED WITH ONLY A FIRST OFFENSE OF SIMPLE POSSESSION OF THIRTY (30) GRAMS OR LESS OF MARIJUANA SHOULD BE PROCESSED BY IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Delgado, seconded by Councilmember Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado,
Carroll, Dryden, Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 18th day of June, 2019.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 18th day of June, 2019.

ATTEST: /s/ Kermas Eaton,
City Clerk
APPROVED: /s/ Toby Barker,
Mayor

Published July 4, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 347 Published 3 times

Date 1st Published: Jun 20 Amt: 41.64

Date 2nd Published: Jun 27 Amt: 34.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 76.34

Proof of Publication Fee: 3.00

TOTAL: 79.34

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 06/14/19
- ☐ App: _____
- ☐ File Name: CoH -Debris Monitoring Services
- ☐ Invoice #: 94099
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MONITORING PURPOSE:

In anticipation of possible future disaster events which may result in widespread public services damages overwhelming existing resources, the City of Hattiesburg is soliciting sealed proposals to provide Disaster Debris Monitoring Services.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in one (1) original and four (4) complete copies not later than 10:00 a.m. (Local Time) on July 11, 2019, to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi 39401. An electronic copy of proposal in PDF format shall be included in complete proposal.

Proposal must be submitted to the City Clerk's Office at 200 Forrest Street, Hattiesburg, MS 39401 in a sealed envelope that is clearly marked in the lower left corner as shown below:

Proposal:
Disaster Debris Monitoring Services
July 11, 2019

Printed copies of this RFP are available at the City of Hattiesburg City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401. Electronic copies may be obtained at www.hattiesburgmsbids.com or by calling (601) 545-4550. For questions regarding website registration and online orders please contact Plan House at 601-336-6378.

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax or email their proposal. Faxed or emailed proposals shall be rejected as non-responsive regardless of where the fax or email is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the City. The time and date for receipt of Proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless for the reason for delay.

/s/Kermas Eaton
City Clerk

Published June 20, 27, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 519 Published 3 times

Date 1st Published: Jun 20 Amt: 62.28

Date 2nd Published: Jun 27 Amt: 51.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 114.18

Proof of Publication Fee: 3.00

TOTAL: 117.18

(signed) _____

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) _____



FOR OFFICE USE ONLY:

- ☐ Em P: 06/14
- ☐ App: _____
- ☐ File Name: CoH - Debris Removal Services
- ☐ Invoice #: 94099
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

REQUEST FOR PROPOSAL FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

INTRODUCTION AND GENERAL TERMS

In anticipation of future disaster events which may result in widespread public services damage, thereby overwhelming existing resources, the City of Hattiesburg is seeking a qualified Contractor to perform the scope of work addressed in this Request for Proposals (RFP). All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Company to perform said work and services.

Notice is hereby given that the City of Hattiesburg, Mississippi, will accept sealed proposals from vendors interested in furnishing Disaster Debris Removal and Disposal Services. Firms or companies desiring to provide services as described in the Scope of Work shall submit sealed proposal in one (1) original and four (4) complete copies not later than 10:00 a.m. (Local Time) on July 11, 2019 to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39401.

Printed copies of this RFP are available at the City of Hattiesburg City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401. Electronic copies may be obtained at www.hattiesburgsbids.com or by calling (601) 545-4550. For questions regarding website registration and online orders please contact Plan House at 601-336-6378.

Proposal must be submitted to the City Clerk's Office at 200 Forrest Street, Hattiesburg, MS 39401 in a sealed envelope that is clearly marked in the lower left corner as shown below:

Proposal:
Disaster Debris Removal and Disposal
Services
July 11, 2019

An Electronic Copy of the Proposal in PDF format shall be included in the submittal.

A list of references shall also be included in the completed proposal.

Respondents are cautioned that they are responsible for delivery to the specific location cited herein above. Therefore, if your proposal is delivered by express mail carrier or by any other means, it is your responsibility to insure delivery to the specified address before the deadline. Late deliveries will be rejected as non-responsive regardless of the reason for delay.

All costs of preparation of a response to this response to request for proposals are solely those of the proposers. The City assumes no responsibility whatsoever for any such costs incurred by a proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within ten (10) days after approval of the selection of the City. The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

/s/Kermas Eaton
City Clerk

Published June 20, 27, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 604 Published 3 times

Date 1st Published: Jun 20 Amt: 72.48

Date 2nd Published: Jun 27 Amt: 60.40

Date 3rd Published: Jul 4 Amt: 60.40

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 193.28

Proof of Publication Fee: 3.00

TOTAL: 196.28

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

STATE OF MISSISSIPPI
KAREY T. BARNCASTLE
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY

- ☐ Em P: 06/14
- ☐ App: _____
- ☐ File Name: CoH - Summons 441 W. 4th. St
- ☐ Invoice #: 94135
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

IN THE SPECIAL COURT OF EMINENT DOMAIN FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG,
MISSISSIPPI,
A MUNICIPAL CORPORATION
PLAINTIFF

VERSUS

ALCUS R. HUDSON, JR. AND WIFE,
ASHLEY M. HUDSON; HL&C-FOR-
REST, LLC; FORREST COUNTY, MIS-
SISSIPPI; STAMP HOUSE HOLDINGS,
LLC; LEE MITCHELL; KAY MITCHELL;
CASA PORCA, LLC; S & S PROPER-
TIES, LLC; MERRITT, INC.; SIDNEY
MALONE; COMMUNITY BANK EL-
LISVILLE; GRAND BANK FOR SAV-
INGS; MISSISSIPPI DEPARTMENT OF
REVENUE; AND ANY AND ALL UN-
KNOWN PARTIES IN INTEREST
DEFENDANTS'

CIVIL ACTION NO. C019-679

SUMMONS

THE STATE OF MISSISSIPPI

TO: ANY AND ALL OTHER UN-
KNOWN PARTIES HAVING AN INTER-
EST IN THAT PROPERTY DESCRIBED
AS A PART OF LOT 2 IN BLOCK 171,
ACCORDING TO THE CRITTENDEN
SURVEY OF THE CITY OF HATTIES-
BURG, FORREST COUNTY, MISSIS-
SIPPI, AND DESCRIBED AS
COMMENCING AT THE SOUTHEAST
CORNER OF THE SAID LOT 2 AND
RUN WEST ON THE NORTH SIDE OF
4TH STREET 60 FEET FOR A POINT
OF BEGINNING; THENCE RUN
NORTH 220 FEET; MORE OR LESS TO
THE RIGHT-OF-WAY OF THE MISSIS-
SIPPI CENTRAL RAILROAD, THENCE
WESTWARD ALONG THE SOUTH
SIDE OF THE SAID RIGHT-OF-WAY 75
FEET TO THE LAND SOLD TO MR.
GREEN, THENCE SOUTH ALONG THE
BOUNDARY LINE OF THE SAID MR.
GREEN'S LAND 225, MORE OR LESS
TO 4TH STREET, THENCE RUN EAST
ALONG THE NORTH SIDE OF 4TH
STREET 75 FEET TO THE POINT OF
BEGINNING; TOGETHER WITH ALL
IMPROVEMENTS LOCATED
THEREON, AN APPURTENANCES
THEREUNTO BELONGING, THIS
PROPERTY IS KNOWN AS MUNICIPAL
NUMBER 441 WEST 4TH STREET.

NOTICE TO DEFENDANT

THE COMPLAINT OR PETITION
WHICH IS ATTACHED TO THIS SUM-
MONS IS IMPORTANT AND YOU
MUST TAKE IMMEDIATE ACTION TO
PROTECT YOUR RIGHTS.

You have been made a Defendant in the suit filed in this Court by the City of Hattiesburg, Mississippi; a municipal corporation, seeking to acquire by eminent domain the property described as a part of Lot 2 in Block 171, according to the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, and described as commencing at the South-east corner of the said Lot 2 and run West on the North side of 4th Street 60 feet for a Point of Beginning; thence run North 220 feet; more or less to the Right-of-way of the Mississippi Central Railroad, thence Westward along the South side of the said Right-of-way 75 feet to the land sold to Mr. Green, thence South along the boundary line of the said Mr. Green's land 225, more or less to 4th Street, thence run East along the North side of 4th Street 75 feet to the Point of Beginning; together with all improvements located thereon, an appurtenances thereunto belonging, this property is known as Municipal Number 441 West 4th Street.

You are required to mail or hand deliver a written response to the Complaint filed against you in this action to Moran M. Pope, III, Attorney for Plaintiff, whose post office address is P.O. Box 1898, Hattiesburg, MS 39403, and whose street address is 200 Forrest Street, Hattiesburg, MS 39401.

YOUR RESPONSE MUST BE MAILED OR DELIVERED NOT LATER THAN THIRTY DAYS AFTER THE 20th DAY OF JUNE, 2019, WHICH IS THE DATE OF THE FIRST PUBLICATION OF THIS SUMMONS. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER RELIEF DEMANDED IN THE COMPLAINT.

You must also file the original of your Response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 13th day of June, 2019.

GWEN WILKS
Circuit Clerk of Forrest County,
Mississippi
Post Office Drawer 992
Hattiesburg, MS 39403

By: /s/Debbie Smith
DEPUTY CLERK
Published June 20, 27,
& July 4, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 303 Published 3 times

Date 1st Published: Jun 27 Amt: 36.36

Date 2nd Published: Jul 4 Amt: 30.30

Date 3rd Published: Jul 11 Amt: 30.30

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 96.96

Proof of Publication Fee: 3.00

TOTAL: 99.96

(signed)

[Signature]
The PineBelt NEWS

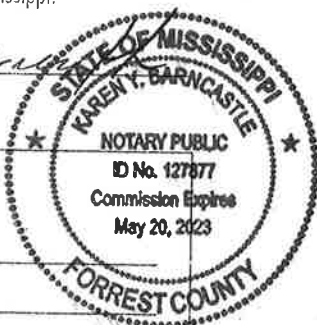
Sworn to and subscribed before me in my Presence, this 11th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)

[Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: 06/20
- ☐ App: _____
- ☐ File Name: CoH - HHCC Downtown
- ☐ Invoice #: 94163
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING NOTICE

The Hattiesburg Historic Conserva-
tion Commission (HHCC) is considering
the request to establish the HUB CITY
DOWNTOWN HISTORIC DISTRICT as
a local historic district.

The area included in this district is de-
scribed below:

Batson St.: 16 thru 43, Broad St.: 102,
Brunie St.: 100, Buschman St.: 104,
Dauphine St.: 244, 250, Dudley W. Con-
nor St.: 228, Evans St.: 115 thru 120,
Ferguson St.: 101, 117 thru 120, Forrest
St.: 200 thru 526, Front St., East: 103
thru 802, Front St., West: 100 thru 220,
Gordon St.: 208, 301-A, 301-B, 701, 706,
Green St.: 109, 298, Hardy St.: 100 thru
205, 301, 329, 700 block north side, 800
block north side, 900 block north & south
sides, Hemphill St.: 312 thru 408, Jack-
son St.: 121 thru 217, Kamper St.: 105
thru 108, Main St.: 210 thru 841, McLeod
St.: 104 thru McLeod Street Bridge, Mo-
bile St.: 108 thru 634, New Orleans St.:
137, Newman St.: 113 thru 308, Oaklawn
Cemetery, Pine St., East: 114 thru 708,
Pine St., West: 115 thru 420, Pinehurst
St.: 102, 104, City Parking Lot at Rail-
road Street, Ronie St.: 210, Ronie Street
Bridge, Ryan St.: 515, San Antonio Ath-
letic Field, 2nd St., East: 119, 301 thru
609, 700 thru 708, Short St.: 101, St.
Paul St.: 105, Tennessee St.: 212, 10th
Ave., South: 102, 104, 3rd St., East: 313
thru 315, Town Square Park, Walnut Cir.:
100, Walnut St.: 101 thru 125, West St.:
318

Therefore, the HHCC will hold a pub-
lic hearing on Wednesday, July 17th, at
5:30 P.M., at the Jackie Dole Sherrill
Community Center, 220 W. Front St.,
Hattiesburg, Mississippi.

WITNESS my signature and the offi-
cial seal of said City on this, the 4th day
of June, A.D., 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/Kermas Eaton
CITY CLERK

Published June 27
and July 4, 11, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 439 Published 1 times

Date 1st Published: Jul 18 Amt: 52.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.68

Proof of Publication Fee: 3.00

TOTAL: 55.68

(signed)

Keith French
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed)



FOR OFFICE USE ONLY

- ☐ Em P: 07/15
- ☐ App: _____
- ☐ File Name: CoH - Conditional Use 301 Court
- ☐ Invoice #: ~~07275~~ 94321
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a peti-
on has been filed by Colby Strickland
and Kevin Craft, Applicants, and Mitzi
tussell, Owner, as required in the Land
Development Code, Ord. No. 3209, to
request a Conditional Use as a "Places
if assembly not otherwise listed" as de-
fined by the LDC for a certain property
located at 301 Court Street (Parcel 2-
29P-10-350.00, PPIN 18634, Ward 4).
said property being more particularly de-
scribed as follows, to-wit:

All of Lots 5, 6, and 7, LESS AND EX-
CEPT the South 10 feet thereof of Lot 7,
in Block 68 of the Kamper & Whinnery
Survey; and also a part of Block 69 of the
Kamper & Whinnery Survey described
as commencing at the SW corner of Lot
7, Block 68 of the Kamper & Whinnery
Survey and thence run North along the
East line of Walnut Street for 279 feet to
the intersection with the SE line of
Buschman Street; thence run Northeast-
erly along the SE line of Buschman
Street for 42 feet to and for the Point of
Beginning; thence continue Northeast-
erly along the SE line of Buschman
Street for 193.2 feet to the intersection
with the SW line of Court Street; thence
run Southeasterly along the SW line
of Court Street for 325.8 feet; thence run
South along the West line of Court Street
for 22 feet to the NE corner of Lot 5,
Block 68; thence run West along the
North line of said Lot 5 for 200 feet;
thence run North for 54 feet; thence run
Northwesterly for 180 feet to the Point of
Beginning; all of the above described
property being in the City of Hattiesburg,
County of Forrest, State of Mississippi;
being the same property described in the
Assumption Warranty Deed from James
Wallace McLaughlin, Jr., and Cindy
Lance McLaughlin to Michael Keith Ran-
dolph and Kathy Randolph dated No-
vember 30, 1979, and recorded in Land
Deed Book 476 at Page 551 of the
records on file in the office of the
Chancery Clerk of Forrest County, Mis-
sissippi; together with all improvements
hereon and appurtenances thereunto
belonging.

A PUBLIC HEARING in relation to the
above described petition will be held at
1:00 p.m., Wednesday, August 7, 2019
in the Jackie Dole Sherrill Community
Center, First Floor, Hattiesburg, Missis-
sippi, before the Planning Commission
of said City, at which time and at which
hearing all parties of interest and citizens
shall have an opportunity to be heard.

WITNESS my signature and the official
seal of said City on this, the 11th day
of July, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published July 18, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 207 Published 1 times

Date 1st Published: Jul 18 Amt: 24.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 24.84

Proof of Publication Fee: 3.00

TOTAL: 27.84

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) [Signature]
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Ein P: 07/15
- ☐ App: _____
- ☐ File Name: CoH - rename Poplar Row
- ☐ Invoice #: 07275 94321
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Oka Howard, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street. Said property being more particularly described as follows, to-wit:

Public Platted Street of the T. M. Muller Subdivision Re-subdivided from a portion of Block 112 of Kamper and Whinnery No. 2, known as Poplar Row;

more particularly described as running South from East 7th Street to East 6th Street located in the SE 1/4 of the SW 1/4 of Section 3, T-4-N, R-13-W, in the City of Hattiesburg, County of Forrest County, State of Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, August 7, 2019 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of July, 2019.
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kemas Eaton /s/
CITY CLERK

Published July 18, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 373 Published 1 times

Date 1st Published: Jul 18 Amt: 44.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 44.76

Proof of Publication Fee: 3.00

TOTAL: 47.76

(signed) Ralph G. Guech
The PineBelt NEWS

Sworn to and subscribed before me in my presence on the _____ day of July, 2019,
and for the County of Lamar, State of Mississippi.

(signed) Kermas Eaton



FOR OFFICE USE ONLY:

- ☐ Em P: 07/15
- ☐ App: _____
- ☐ File Name: CoH - Variance 205 S. 40th Ave
- ☐ Invoice #: 07275 94321
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed Darlene Thomas, Representative, and David Lee, Clark Technologies, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Pole Sign "Front Setback", "10' (min)", and instead allow for a front setback of two and a half (2.5) feet for a front setback variance of seven and a half (7.5) feet and a variance from Section 10 Table 10.6-2 Pole Sign "Side Setback", "15' (min)", and instead allow for a side setback of two (2) feet for a side setback variance of thirteen (13) feet a proposed sign (existing non-conforming structure) located at 205 S. 40th Avenue (Parcel 051R-12.030.000, PPIN 9424, Ward 3). Said property being more particularly described as follows, to-wit: The East one-half of Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), and the East one-half of the North 32 feet of Lot Twenty-one (21), all in Block Six (6) of the Residence Addition on the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, together with the buildings and improvements thereon and appurtenances thereunto belonging.

AND:

Lot Two (2) and Three (3) of Block Six (6) of Residence Addition to Lamar County, Mississippi, less and except the East 5.6 feet thereof, being a subdivision in the City of Hattiesburg, Mississippi, of the Northeast Quarter of the Southeast Quarter of Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, together with all improvements lying thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, August 7, 2019, following the Planning Commission Agenda, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of July, 2019.
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published July 18, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 669 Published 1 times

Date 1st Published: Jul 18 Amt: 80.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 80.28

Proof of Publication Fee: 3.00

TOTAL: 83.28

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of July, 2019, at Hattiesburg, MS
and for the County of Lamar, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: 07/15
- ☐ App: _____
- ☐ File Name: CoH - Variance 4400 Hardy St
- ☐ Invoice #: 87275-94321
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Darlene Thomas, Applicant, and Ken Kleban, Kleban Properties, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Pole Signs "Sign Height", "35' (max)" and instead allow for a height of forty-five (45) feet, for a variance of ten (10) feet for a proposed sign (existing non-conforming structure) at 4400 Hardy Street (Parcel 051R-12-1052.00, PPIN 17528, Ward 3). Said property being more particularly described as follows, to-wit:

A part of the Northwest ¼ of the Southeast ¼ of Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 2 Inch Round Iron Pipe representing the Southwest Corner of the Northeast ¼ of the Southwest ¼ of said Section 12, thence run N00°10'26"E along the West Line of said Northeast ¼ of the Southwest ¼ for 164.73 feet, thence run East for 1,401.36 feet to a ¾ Inch Crimp Top Pin representing a Point on the East Right of Way Line of Westover Drive, a public roadway, and the Point of Beginning; thence run N01°15'08"E along said East Right of Way Line for 598.79 feet to a Concrete Nail in Pavement,

thence run N85°12'51"E for 337.94 feet to a Mag Nail in Pavement, thence run N00°53'17"E for 250.00 feet to a ½ Inch Rebar representing a Point on the Southern Right of Way Line of Hardy Street (US Highway No. 98), a public roadway, thence run N82°40'52"E along

said Southern Right of Way Line for 65.17 feet to a ½ Inch Rebar, thence run N86°39'59"E along said Southern Right of Way Line for 261.83 feet to a 6 Inch Square Concrete Monument representing the Intersection of said Southern Right of Way Line and the Western Right of Way Line of US Interstate Highway No. 59, thence run S28°11'17"E along said Western Right of Way Line for 583.84 feet to a 6 Inch Square Concrete Monument, thence run S09°11'44"E for 48.80 feet to a ½ Inch Rebar representing the Intersection of said Western Right of Way Line and the Northern Right of Way Line of Oak Grove Road (formerly Old Highway No. 11), a public roadway, thence run S62°00'26"W along said Northern Right of Way Line for 169.73 feet to a ½ Inch Rebar, thence run N27°47'32"W for 276.96 feet to a PK Nail in Pavement,

thence run S61°55'11"W for 30.00 feet to a Mag Nail in Pavement, thence run N28°12'20"W for 419.90 feet to a PK Nail in Pavement, thence run S62°00'46"W for 93.42 feet to a ¾ Inch Round Iron Pipe in Pavement, thence run S00°48'07"W for 203.53 feet to a ¾ Inch Crimp Top Pin in Pavement, thence run S61°51'36"W for 19.15 feet to a ¾ Inch Crimp Top Pin in Pavement, thence run S85°17'21"W for 96.45 feet to a Concrete Nail in Pavement, thence run S28°02'05"E for 280.07 feet to a PK Nail in Pavement, thence run N61°55'11"E for 30.00 feet to a Mag Nail in Pavement, thence run S27°27'24"E for 276.78 feet to a ½ Inch Rebar representing a Point on said Northern Right of Way Line, thence run S62°00'17"W for 251.44 feet to a ¾ Inch Round Iron Pipe, thence run N89°36'53"W for 324.75 feet to the Point of Beginning, comprising 9.04 Acres (393,741 Square Feet), more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, August 7, 2019, following the Planning Commission Agenda, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of July, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published July 18, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 507 Published 1 times

Date 1st Published: Jul 18 Amt: 60.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 60.84

Proof of Publication Fee: 3.00

TOTAL: 63.84

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) [Signature]
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 07/15
- ☐ App: _____
- ☐ File Name: CoH - Zoning change 314 Bay St
- ☐ Invoice #: 97275 94321
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 314 Bay Street (Parcel 2-029P-10-281.00, PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District. Said property being more particularly described as follows, to-wit: All of Lot 4 West of the Illinois Central Railroad Company right-of-way, being further described as that part of Lot 4 bounded on the East by the said Illinois Central Railroad Company right-of-way, on the South by Southern Avenue in the City of Hattiesburg, and on the West by Bay Street in the City of Hattiesburg, Mississippi, in Block 66 of and according to the Kamper and Whinnery Subdivision No.2 of the City of Hattiesburg, Forrest County, Mississippi, the same being a subdivision of a part of Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 12 at Page 6.

AND ALSO:

Certain property situated in the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 North, Range 13 West of the St. Stephen's Meridian at Hattiesburg, Forrest County, Mississippi, said property forming a portion of the right-of-way of the Illinois Central Gulf Railroad Company's Gulfport District is described as follows: Begin at the point where a line that lies parallel with and 50 feet normally distant Southwesterly from the centerline of the main tract intersects the North line of 75 foot wide Southern Avenue; and run Northwesterly along said parallel line, being along Grantor's Western property line, 275 feet to a point; thence Northeasterly at a right angle to the last described course, 25 feet to a line that lies parallel with and 25 feet normally distance Southwesterly from said main tract centerline; thence Southeasterly along the last said parallel line, 280 feet, more or less, to the aforesaid North line of Southern Avenue; thence Westerly along said North line 27 feet, more or less, to the return to the point of beginning. Also, all right, title and interest to the North half of Southern Avenue lying along the South line of the premises hereinabove conveyed; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, August 7, 2019 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission

of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of July, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published July 18, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 1010 Published 1 times

Date 1st Published: Jul 18 Amt: 121.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 121.20

Proof of Publication Fee: 3.00

TOTAL: 124.20

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of July, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: 07/15
- ☐ App: _____
- ☐ File Name: CoH -Prelim Plat JMJ Properties
- ☐ Invoice #: 07275 94321
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Josh Morris, JMJ Properties, Owner, and Shannon Wells, Engineer, as required in the Land Development Code, Ord. No. 3209, to file a Preliminary Plat for a major subdivision. Said property being more particularly described as follows, to-wit:

A parcel of land being located in the E 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, having bearings based upon Geodetic North and being more particularly described as follows:

Commence at a Metal Pipe found at the NW Corner of said Section 10; thence run South for 555.86 feet to a point; thence run East for 2,450.84 feet to an Iron Pin Found at the SW Corner of Lot 114 of Shadow Ridge Subdivision Phase I for the POINT OF BEGINNING; thence run 175.59 feet along the South boundary of said Lot 114 along a curve to the left to an Iron Pin Set on the West Right of Way of Wedgewood Trace, said curve having a radius of 1278.65 feet, a chord bearing of North 89 degrees 52 minutes 11 seconds East and a chord length of 175.46 feet; thence run South 15 degrees 28 minutes 01 seconds East along said West Right of Way for 50.97 feet to an Iron Pin Set on the North boundary of Lot 70 of said Shadow Ridge Subdivision Phase I;

thence run 103.00 feet along the North boundary of said Lot 70 along a curve to the right to an Iron Pin Set, said curve having a radius of 1,328.65 feet, a chord bearing of South 87 degrees 43 minutes 19 seconds West and a chord length of 102.97 feet; thence run 14.34 feet along said North boundary along a curve to the left to an Iron Pin Set on the West boundary of said Lot 70, said curve having a radius of 10.00 feet, a chord bearing of South 48 degrees 51 minutes 54 seconds West and a chord length of 13.14 feet;

thence run 83.18 feet along the West boundary of said Lot 70 along a curve to the right to an Iron Pin Found at the NE Corner of Lot 71 of said Shadow Ridge Subdivision Phase I, said curve having a radius of 275.00 feet, a chord bearing of South 16 degrees 27 minutes 07 seconds West and a chord length of 82.86 feet; thence run 105.35 feet along the West boundary of said Lot 71 along a curve to the right to an Iron Pin Set at the NW Corner of said Lot 71, said curve having a radius of 275.00 feet, a chord bearing of South 36 degrees 05 minutes 30 seconds West and a chord length of 104.71 feet;

thence run 20.64 feet along a curve to the right to an Iron Pin Found, said curve having a radius of 275.00 feet, a chord bearing of South 49 degrees 12 minutes 57 seconds West and a chord length of 20.63 feet; thence run South 26 degrees 34 minutes 46 seconds East for 158.50 feet to an Iron Pin Found; thence run South 57 degrees 02 minutes 32 seconds West for 532.98 feet to an Iron Pin Set; thence run South 74 degrees 30 minutes 08 seconds West for 193.94 feet to an Iron Pin Set;

thence run North 26 degrees 34 minutes 46 seconds West for 108.17 feet to an Iron Pin Set; thence run South 64 degrees 23 minutes 18 seconds West for 177.42 feet to an Iron Pin Set; thence run 66.74 feet along a curve to the right to an Iron Pin Set, said curve having a radius of 50.00 feet, a chord bearing of South 42 degrees 37 minutes 35 seconds West and a chord length of 61.89 feet;

thence run South 80 degrees 51 minutes 51 seconds West for 130.76 feet to an Iron Pin Found; thence run North 26 degrees 34 minutes 46 seconds West for 140.10 feet to an Iron Pin Set; thence run North 24 degrees 21 minutes 27 seconds East for 72.39 feet to an Iron Pin Set; thence run North 61 degrees 07 minutes 32 seconds East for 8.36 feet to an iron pin set; thence run North 67 degrees 01 minutes 09 seconds East for 258.99 feet to an Iron Pin Set; thence run North 65 degrees 55 minutes 56 seconds East for 323.41 feet to an Iron Pin Set;

thence run North 62 degrees 59 minutes 16 seconds East for 193.86 feet to an Iron Pin Set; thence run South 26 degrees 34 minutes 46 seconds East for 105.17 feet to an Iron Pin Set; thence run North 51 degrees 21 minutes 56 seconds East for 234.73 feet to an Iron Pin Set; thence run 162.98 feet along a curve to the left to an Iron Pin Set, said curve having a radius of 225.00 feet, a chord bearing of North 30 degrees 36 minutes 50 seconds East and a chord length of 159.44 feet; thence run 16.91 feet along a curve to the left to an Iron

Pin Set, said curve having a radius of 10.00 feet, a chord bearing of North 38 degrees 35 minutes 13 seconds West and a chord length of 14.97 feet; thence run North 17 degrees 32 minutes 40 seconds West for 53.53 feet back to the POINT OF BEGINNING. Said parcel contains 6.53 acres, more or less.

A Business Meeting in relation to the above described petition will be held at 1:00 p.m., Wednesday, August 7, 2019 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of July, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published July 18, 2019



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, August 20, 2019
Re: Approve the sale of grave spaces, Per attached Memo's, Receipts, and Deeds.
File Number: 2019-55
Minute Book #

Summary

Approve the sale of grave spaces, Per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of Requisition No. 2019-55.

Please place this on the August 20, 2019 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 30, 2019

The following represents the grave spaces sold on July 30 2019,

John McMichael

(1) Space \$ 175.00 (Credit Card)

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 11, Section 35, Highland Cemetery

Edward Field

(1) Space \$ 175.00 (Credit Card)

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 11, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: August 2, 2019

The following represents the grave spaces sold on August 2, 2019.

Willie Joe Brown, Sr

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 19, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: August 6, 2019

The following represents the grave spaces sold on August 6, 2019.

Rocko Ducksworth (Debit Card)

(1) Space \$ 45.00

Baby Space # 48

Lot 3, Section 3, Highland Cemetery

Shirley Walmon

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 24, Section 34, Highland Cemetery

Shirley Walmon

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 24, Section 34, Highland Cemetery

Charles Fred Clemons, Sr

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 51, Section 34, Highland Cemetery

Willie Joe Brown, Sr

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 19, Section 34, Highland Cemetery

Addie Pugh

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 54, Section 35, Highland Cemetery

Lonnie Lee Gaddis, Sr

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 8, Section 35, Highland Cemetery

Gwendolyn Hendricks

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 72, Section 34, Highland Cemetery

Mr. & Mrs. Harry Baxter

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 38, Section 35, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-30 2019

SOLD TO:

Mr. Mrs. Miss John M. S. Michael

ADDRESS 30 Silver Leaf Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 11 Section No. 35 in Hickman Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Don Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-30 2019

SOLD TO:

Mr. Mrs. Miss Edward Field

ADDRESS 30 Silver Leaf Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 11 Section No. 35 in Hickman Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Don Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-26 2019

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW Lot No. 19 Section No. 34 in Hattiesburg Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-31 2019

SOLD TO:

Mr. Mrs. Miss Benicio Dicks

ADDRESS 721 North 11th St. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

Subspace #48 1/2 1/4 Lot No. 3 Section No. 3 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00 CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-31 2019

SOLD TO:

Mr. Mrs. Miss Shirley Walmon

ADDRESS 112 Bellair Dr. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

N SW 1/2 1/4 Lot No. 24 Section No. 34 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00 CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-31 2019

SOLD TO:

Mr. Mrs. Miss Shirley Walmon

ADDRESS 112 Bellair Dr. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 24 Section No. 24 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00 CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-31 2019

SOLD TO:

Mr. Mrs. Miss Charles Fred [unclear]

ADDRESS 1125 Poplar Rd. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 51 Section No. 31 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-02 2019

SOLD TO:

Mr. Mrs. Miss Willie Joe Brown

ADDRESS 7084 Hwy 98 W. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 19 Section No. 31 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-06 2019

SOLD TO:

Mr. Mrs. Miss Addie Righ

ADDRESS 207 W. 5th St. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW 1/4 Lot No. 54 Section No. 25 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 8 9 2019

SOLD TO:

Mr. Mrs. Miss Lonnie Lee Gaddis

ADDRESS 99 Jim P. Rd. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 8 Section No. 32 in Hickman Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 4598

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10 10 2019

SOLD TO:

Mr. Mrs. Miss Gwendolyn Handrick

ADDRESS 5752 Hwy 493 Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 12 Section No. 32 in Hickman Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 9102 (AHH)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11 11 2019

SOLD TO:

Mr. Mrs. Miss Mr. & Mrs. Harry B. [unclear]

ADDRESS 50 Montclair Drive Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 1/4 Lot No. 38 Section No. 32 in Hickman Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 3653

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 John McMichael, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 11 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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 Edward Field, 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 11 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Willie Joe Brown, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 19 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2019

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 Shirley Walmon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 24 Section 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 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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 Shirley Walmon, 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 Northwest Quarter (NW¼)

Lot 24 Section 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 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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 Charles Fred Clemons, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 51 Section 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 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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 Willie Joe Brown, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 19 Section 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 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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 Addie Pugh, 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 Southwest Quarter (SW¼)

Lot 54 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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 Lonnie Lee Gaddis, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 8 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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 Gwendolyn Hendricks, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 72 Section 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 20th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August 2019.

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, Mr. & Mrs. Harry Baxter, 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 (SE¼)

Lot Number 38 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2019

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, August 20, 2019
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2019-50
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of Requisition No. 2019-50.

Please place this on the August 20, 2019 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 11, 2019

The following represents the grave spaces sold on July 11, 2019.

Robert or Felecia Huddleston

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 81, Section 36, Highland Cemetery

Lain Booth

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 15, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 15, 2019

The following represents the grave spaces sold on July 15, 2019.

Jackie Moore

(2) Spaces \$ 350.00 (Credit Card)

Southeast Quarter (SE ¼)

Lot 29, Section 37, Highland Cemetery

Norma Jean Cox

(1) Space \$ 175.00 (Credit Card)

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 123, Section 21, Highland Cemetery

William and Jamie McVay

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 110, Section 21, Highland Cemetery

Dorothy Mae Williams

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 63, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 16, 2019

The following represents the grave spaces sold on July 16, 2019.

Franklin Clark

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 46, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 17, 2019

The following represents the grave spaces sold on July 17, 2019,

Ammie Davis

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 54, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 14, 2019

The following represents the grave spaces sold on January 14, 2019.

Charletta Ekunwe

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 52, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 24, 2019

The following represents the grave spaces sold on July 24, 2019,

Donnell Adams

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 40, Section 37, Highland Cemetery

DeLois L. Smith

(4) Spaces \$ 700.00

North Half (N ½)

Lot 120, Section 21, Highland Cemetery

DeLois L. Smith

(8) Spaces \$ 1400.00

Entire Lot 113, Section 21, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-08 2019

SOLD TO:

Mr. Mrs. Miss

Robert & Felecia Huddleston
ADDRESS 147 Hinton Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 81 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 1901

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-08 2019

SOLD TO:

Mr. Mrs. Miss

Lain Beath
ADDRESS 204 Matthews St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 15 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

NEW Old River Rd
Petal, MS 39465

SOLD TO:

Hattiesburg, Miss., 07-12 2019

Mr. Mrs. Miss Norma Jean Cox

ADDRESS 805 Hardy St. Hattiesburg, MS 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 123

Section No. 21 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

mail to:
2322 Old River Rd
Petal, MS 39465

SOLD TO:

Hattiesburg, Miss., 07-12 2019

Mr. Mrs. Miss Jackie Moore

ADDRESS 805 Hardy St. Hattiesburg, MS 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 29

Section No. 37 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$ 350.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Mail to,
707 Anderson Ave.
Purvis, MS.
39475

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/11 2019

SOLD TO:

Mr. Mrs. Miss William and Jamie McVay

ADDRESS 205 Bay St. Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 110 Section No. 21 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah B. Baine
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-11 2019

SOLD TO:

Mr. Mrs. Miss Dorothy Mae Williams

ADDRESS 908 Quinn St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 63 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK #3952

F. J. J. Funeral
11002

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah B. Baine
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-15 2019

SOLD TO:

Mr. Mrs. Miss Franklin Clark

ADDRESS 6 Lakewood Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 46 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK # 3824

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

12

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-16 2019

SOLD TO:

Mr. Mrs. Miss Ann Marie Davis

ADDRESS 120 Baywood Dr. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 54 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 119

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/17/ 2019

SOLD TO:

Mr. Mrs. Miss

Carletta Okunwe

ADDRESS

144 Brookline DR Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 52 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 1025

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Baine

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-19 20 19

SOLD TO:

Mr. Mrs. Miss Donnell Adams

ADDRESS 302 Lakewood Lane

desires to purchase the grave space described below, subject to Cemetery regulations.

S NE 1/4 Lot No. 210 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK # 41085

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-19 20 19

SOLD TO:

Mr. Mrs. Miss DeLois L. Smith

ADDRESS 4 Willow Bend Dr. Ste 211

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 1/4 Lot No. 120 Section No. 21 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK # 7318

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-19 20 19

SOLD TO:

Mr. Mrs. Miss DeLois L. Smith

ADDRESS 4 Willow Bend Dr. Ste 211

desires to purchase the grave space described below, subject to Cemetery regulations.

entire lot 1/2 1/4 Lot No. 113 Section No. 21 in Highland Cemetery

Number of grave spaces 8 Price per grave space \$ 175.00

Price Received \$ 1,400.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK # 7348

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 or Felecia Huddleston, 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 (SE¼)

Lot Number 81 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day August, 2019.

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 6th day of August, 2019

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 Lain Booth, 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 Southwest Quarter (SW¼)

Lot 15 Section 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 6th day of August, 2019.

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 6th day of August 2019.

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, Jackie Moore, 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 (SE¼)

Lot Number 29 Section Number 37

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 6th day August, 2019.

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 6th day of August, 2019

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 Norma Jean Cox, 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 (E½) of the Northeast Quarter (NE¼)

Lot 123 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of August, 2019.

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 6th day of August 2019.

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, William and Jamie McVay, 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 (SE¼)

Lot Number 110 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day August, 2019.

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 6th day of August, 2019

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 Dorothy Mae 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 (N½) of the Northeast Quarter (NE¼)

Lot 63 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of August, 2019.

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 6th day of August 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Franklin Clark, 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 (E½) of the Northwest Quarter (NW¼)

Lot Number: 46

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of August, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of August, 2019.

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, Ammie Davis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 54 Section Number 34

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 6th day August, 2019.

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 6th day of August, 2019

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, Carletta Ekunwe, 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 (NE¼)

Lot Number 52 Section Number 34

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 6th day August, 2019.

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 6th day of August, 2019

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 Donnell Adams, 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 40 Section 37

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 6th day of August, 2019.

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 6th day of August 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto DeLois L. Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½)

Lot Number 120

Section Number: 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of August, 2019.

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 6th day of August, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto DeLois L. Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:.

Entire Lot

Lot Number: 113

Section Number: 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of August, 2019.

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 6th day of August, 2019.

My Commission Expires: _____

Notary Public: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2019

Re: Approve claims docket for the period ending August 16, 2019.
File Number: 2019-103
Minute Book #

Summary

Approve claims docket for the period ending August 16, 2019.

Recommendation Statement

I recommend approval of the claims docket.

Please place this on the August 20, 2019 City Council meeting for consideration.

Date - 08/14/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AFFORDABLE EMERGENCY LIG	1255	00191880	18007376	INSTALL KENNEL/EQUIP U#16768	08/16/19	272306	3,357.50-
00001 AFFORDABLE EMERGENCY LIG	1257	00191880	18007377	INSTALL EQUIP U#16756	08/16/19	272306	1,020.00-
00001 AFFORDABLE EMERGENCY LIG	1254	00191880	18007378	SPOTLIGHTS U#16768 & U#16767	08/16/19	272306	340.00-
00001 AFFORDABLE EMERGENCY LIG	1256	00191880	18007379	REPR WATCHGUARD U#20424	08/16/19	272306	170.00-
00001 AFFORDABLE EMERGENCY LIG	1253	00191663	18007384	KEY SECURITY SYSTEMS 3 UNITS	08/16/19	272306	255.00-

AFFORDABLE EMERGENCY LIG							
Sum							5,142.50-
00001 AIRGAS USA LLC (NORDAN S	9091517902	00191102	18007183	CLEANER/JACKET P/W SHOP/TRAFF	08/16/19	272308	38.29-
00001 AIRGAS USA LLC (NORDAN S	9091562490	00191733	18007226	MEDICAL OXYGEN FIRE DEPTS	08/16/19	272308	69.53-
00001 AIRGAS USA LLC (NORDAN S	9963687987	00191990	18007232	CYLINDER RENT P/W SHOP	08/16/19	272308	305.71-
00001 AIRGAS USA LLC (NORDAN S	9963690058	00191989	18007233	CYLINDER RENT CONSTR DEPT	08/16/19	272308	129.47-

AIRGAS USA LLC (NORDAN S							
Sum							543.00-
00001 ALLBRITTON CHAIN SAW & L	65367	00191417	18006970	AGRI EQUIP REPR PTS PUB WORKS	08/16/19	272311	320.10-
00001 ALLBRITTON CHAIN SAW & L	65563	00191767	18007211	WEEDEATER LINE HEALTH DIV	08/16/19	272311	479.60-
00001 ALLBRITTON CHAIN SAW & L	65561	00191832	18007212	WEEDEATER REPR HEALTH DIV	08/16/19	272311	12.50-
00001 ALLBRITTON CHAIN SAW & L	65709	00192026	18007354	CHAINSAW FOR TREE CREW	08/16/19	272311	598.36-

ALLBRITTON CHAIN SAW & L							
Sum							1,410.56-
00001 AMERICAN APPLIANCE & SUP	319581	00191844	18007331	FILTERS CC & CH WTR FOUNTAINS	08/16/19	272313	63.60-
00001 AMERICAN APPLIANCE & SUP	319582	00191897	18007347	ICE MAKER PUMP CONSTR/TRAFFIC	08/16/19	272313	360.65-

AMERICAN APPLIANCE & SUP							
Sum							424.25-
00001 AMERICAN PUBLIC WORKS AS	REG PERKINS	00192069	18007344	REG PERKINS CONF D'IBERVILLE	08/16/19	272314	200.00-

AMERICAN PUBLIC WORKS AS							
Sum							200.00-
00001 AMERICAN SAFETY ASHP	8394	00191760	18007190	SMOKE MACH FLUID P/F ACADEMY	08/16/19	272315	328.08-

AMERICAN SAFETY ASHP							
Sum							328.08-
00001 ARNOLD LINE WATER ASSN I	2145 7/19/19	00201911	18007015	SERV 6/17-7/18/19 #8 FIRE STA	08/16/19	272318	32.00-

ARNOLD LINE WATER ASSN I							
Sum							32.00-
00001 AT&T	601M23905500	00201911	18007014	VEHICLE LOC 7/28-8/27 POLICE	08/16/19	272319	202.00-
00001 AT&T	601M31822200	02019776	18007016	SERV 7/19 POLICE DEPT	08/16/19	272320	413.50-
00001 AT&T	601M81832700	02019795	18007113	MNTHLY SERV 8/19 VARI DEPTS	08/16/19	272321	13,943.56-

AT&T							
Sum							14,559.06-

00001 AT&T LONG DISTANCE SERVI	0271375339	02019797	18007236	L/DIST ONE-NET 7/1-31/19	08/16/19	272322	730.24-

AT&T LONG DISTANCE SERVI							
Sum							730.24-
00001 AT&T MOBILITY	287290252011	00191876	18007115	WIRELESS SRV 7/19 VARI DEPTS	08/16/19	272324	553.20-
00001 AT&T MOBILITY	287290217384	00191876	18007116	WIRELESS SRV 7/19 FIRE DEPT	08/16/19	272324	1,022.51-
00001 AT&T MOBILITY	287289913717	00191881	18007130	WIRELESS SRV 7/19 POLICE	08/16/19	272324	4,439.73-
00001 AT&T MOBILITY	287273861504	00192018	18007286	GPS TRACKING 7/19 VARI DEPTS	08/16/19	272324	5,072.80-
00001 AT&T MOBILITY	287273578351	00192114	18007385	WIRELESS SRV 7/19 VARI DEPTS	08/16/19	272324	5,407.90-
00001 AT&T MOBILITY	287273578351	00192114	18007386	WIRELESS SRV 7/19 CDBG	08/16/19	272324	61.29-

AT&T MOBILITY							
Sum							16,557.43-
00001 AUTO ARMATURE SERVICE IN	17818	00191721	18007150	BATTERIES U#21141 CEMETERY	08/16/19	272325	323.90-
00001 AUTO ARMATURE SERVICE IN	17893	00191852	18007230	BATTERY U#14715 PUBLIC WORKS	08/16/19	272325	159.95-
00001 AUTO ARMATURE SERVICE IN	17894	00191852	18007231	MOWER BATTERY HEALTH DIV	08/16/19	272325	132.95-

AUTO ARMATURE SERVICE IN							
Sum							616.80-
00001 AUTOMOTIVE GLASS SPECIAL	I231526	00191329	18007035	DOOR GLASS REPR U#17017 P/W	08/16/19	272326	195.00-
00001 AUTOMOTIVE GLASS SPECIAL	I231775	00191658	18007036	REPR BACK GLASS U#17018 P/W	08/16/19	272326	225.00-
00001 AUTOMOTIVE GLASS SPECIAL	I231576	00191379	18007040	SIDE MIRROR U#11469 CONSTR	08/16/19	272326	55.00-
00001 AUTOMOTIVE GLASS SPECIAL	I231167	00190903	18007101	WINDSHIELD REPR U#20851 POL	08/16/19	272326	60.00-
00001 AUTOMOTIVE GLASS SPECIAL	I231703	00191573	18007107	SAFETY GLASS U#20373 STREET	08/16/19	272326	225.00-
00001 AUTOMOTIVE GLASS SPECIAL	I231530	00191361	18007109	INSTALL GLASS U#15999 TRACTOR	08/16/19	272326	355.00-

AUTOMOTIVE GLASS SPECIAL							
Sum							1,115.00-
00001 BRACKMAN MOWER WAREHOUSE	47721	00191461	18006980	CHAINSAW CHAIN TREE CREW	08/16/19	272332	125.40-

BRACKMAN MOWER WAREHOUSE							
Sum							125.40-
00001 BRUNINI GRANTHAM GROWER	240524	00191728	18006994	SRVS 6/19 GENERAL-SSO	08/16/19	272333	1,779.04-

BRUNINI GRANTHAM GROWER							
Sum							1,779.04-
00001 BULK FUELS, LLC	3288	00186175	18007240	CRANK CASE MOTOR OIL PUB WRKS	08/16/19	272335	75.00-
00001 BULK FUELS, LLC	3370	00189479	18007241	CRANK CASE MOTOR OIL P/W SHOP	08/16/19	272335	40.00-

BULK FUELS, LLC							
Sum							115.00-
00001 BURNS, DAWN	TRAV ADVANCE	00192109	18007387	TRAV ADV SEMPAC CONF BILOXI	08/16/19	272336	187.00-

BURNS, DAWN							
Sum							187.00-
00001 BURROUGHS DIESEL INC	19657	00190288	18007199	VARI REPRS PUB WORKS TRUCK	08/16/19	272337	6,297.54-
00001 BURROUGHS DIESEL INC	20081	00191541	18007200	REPRS U#16009 PUBLIC WORKS	08/16/19	272337	2,438.28-

BURROUGHS DIESEL INC							
Sum							8,735.82-
00001 C SPIRE BUSINESS (FORMER	HA256968	00191966	18007215	TELECONFERENCE 6/19-6/20	08/16/19	272338	968.47-

C SPIRE BUSINESS (FORMER

Sum												968.47-
00001	CANON FINANCIAL SERVICES	20328345	00191693	18006939	COPIER 7/19 PURCHASING	08/16/19	272340					170.09-

CANON FINANCIAL SERVICES

Sum												170.09-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-127632	00191618	18006947	REPR	PTS	U#17896/STOCK	08/16/19	272349	679.45-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127732	00191664	18006973	GLOVES	P/W	SHOP	08/16/19	272349	32.74-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127760	00191698	18006974	ELEC	SUPP	P/W SHOP	08/16/19	272349	394.13-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127596	00191592	18006981	REPR	PTS	U#16238 CEMETERY	08/16/19	272349	45.48-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125303	00190120	18007024	REPR	PTS	U#16640 POLICE	08/16/19	272349	118.92-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125304	00190120	18007025	REPR	PTS	U#19814 POLICE	08/16/19	272349	65.87-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125305	00190120	18007026	REPR	PTS	U#17743 POLICE	08/16/19	272349	71.16-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125306	00190120	18007027	REPR	PTS	U#15452 POLICE	08/16/19	272349	19.31-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125314	00190120	18007028	REPR	PTS	U#18331 POLICE	08/16/19	272349	204.67-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125315	00190120	18007029	REPR	PTS/SUPP	POLICE STOCK	08/16/19	272349	223.32-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125321	00190120	18007030	REPR	PTS	U#19701 POLICE	08/16/19	272349	250.34-
00001	CARQUEST	AUTO	PARTS	STOR	14758-125324	00190120	18007031	REPR	PTS	U#18328 POLICE	08/16/19	272349	161.98-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127967	00190120	18007032	REPR	PTS	U#19701 POLICE	08/16/19	272349	223.79-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126704	00191041	18007037	REPR	PTS	U#12956 STREET	08/16/19	272349	453.03-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126705	00191041	18007038	MOWER	REPR	PTS STREET STOCK	08/16/19	272349	645.82-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127820	00191041	18007039	REPR	PTS	U#16966 STREET	08/16/19	272349	244.60-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127132	00190453	18007098	REPR	PTS	U#18205 POLICE	08/16/19	272349	122.42-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127782	00191702	18007099	REPR	PTS	VARI POLICE UNITS	08/16/19	272349	746.56-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127755	00191690	18007108	RADIATOR	U#15784	STREET	08/16/19	272349	161.90-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127355	00189467	18007111	BATTERY	ANIMAL	CONTROL UNIT	08/16/19	272349	129.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126146	00190719	18007120	BATTERY	U#18762	POLICE	08/16/19	272349	186.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127717	00191662	18007121	REPR	PTS	U#19814 POLICE	08/16/19	272349	83.76-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127718	00191662	18007122	REPR	PTS	U#19701 POLICE	08/16/19	272349	223.79-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127720	00191662	18007123	REPR	PTS/SUPP	POLICE STOCK	08/16/19	272349	64.06-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127721	00191662	18007124	REPR	PTS/SUPP	POLICE STOCK	08/16/19	272349	10.28-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127722	00191662	18007125	REPR	PTS	U#17897 POLICE	08/16/19	272349	138.44-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127723	00191662	18007126	REPR	PTS	U#18205 POLICE	08/16/19	272349	338.70-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127724	00191662	18007127	REPR	PTS	U#20851 POLICE	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127725	00191662	18007128	REPR	PTS	U#20843 POLICE	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127726	00191662	18007129	ANTIFREEZE	POLICE	STOCK	08/16/19	272349	134.94-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127538	00191571	18007143	REPR	PTS	U#13048 MOWER P/W	08/16/19	272349	16.19-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127537	00191574	18007202	FUEL	ADDITIVE	U#16496 SHOP	08/16/19	272349	62.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127534	00191575	18007203	THREAD	LOCK	GEL P/W SHOP	08/16/19	272349	13.20-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127536	00191576	18007204	HEAVY	DUTY	WELD P/W SHOP	08/16/19	272349	6.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127494	00191549	18007242	REPR	PTS	U#16496 P/W SHOP	08/16/19	272349	70.69-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128155	00191906	18007247	REPR	PTS	U#16642 POLICE	08/16/19	272349	122.42-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128156	00191906	18007248	REPR	PTS	U#17569 POLICE	08/16/19	272349	300.98-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128157	00191906	18007249	REPR	PTS	U#17577 POLICE	08/16/19	272349	122.42-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128158	00191906	18007250	REPR	PTS	U#15398 POLICE	08/16/19	272349	33.66-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128159	00191906	18007251	REPR	PTS	U#19345 POLICE	08/16/19	272349	322.68-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128160	00191906	18007252	REPR	PTS	U#16642 POLICE	08/16/19	272349	195.64-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128161	00191906	18007253	REPR	PTS	POLICE STOCK	08/16/19	272349	152.58-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128162	00191906	18007254	REPR	PTS	POLICE STOCK	08/16/19	272349	104.16-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128163	00191906	18007255	REPR	PTS	POLICE STOCK	08/16/19	272349	269.26-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128164	00191906	18007256	REPR	PTS	U#18205 POLICE	08/16/19	272349	159.79-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128169	00191906	18007257	REPR	PTS	U#19704 POLICE	08/16/19	272349	134.63-

00001	CARQUEST	AUTO	PARTS	STOR	14758-128166	00191906	18007258	REPR	PTS	U#18327	POLICE	08/16/19	272349	169.96-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128168	00191906	18007259	REPR	PTS	POLICE	STOCK	08/16/19	272349	501.58-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128172	00191906	18007260	REPR	PTS	U#19701	POLICE	08/16/19	272349	134.63-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128170	00191906	18007261	REPR	PTS	U#18314	POLICE	08/16/19	272349	128.70-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128171	00191906	18007262	REPR	PTS	U#18327	POLICE	08/16/19	272349	45.68-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128165	00191906	18007263	REPR	PTS	U#1837	POLICE	08/16/19	272349	134.63-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128173	00191906	18007264	REPR	PTS	U#19701	POLICE	08/16/19	272349	24.62-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128220	00191925	18007265	REPR	PTS	U#16756	POLICE	08/16/19	272349	195.37-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128223	00191925	18007266	REPR	PTS	U#16756	POLICE	08/16/19	272349	109.34-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128224	00191925	18007267	REPR	PTS	U#18327	POLICE	08/16/19	272349	21.50-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128225	00191925	18007268	REPR	PTS	U#17313	POLICE	08/16/19	272349	119.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128226	00191925	18007269	REPR	PTS	U#15492	POLICE	08/16/19	272349	32.69-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128227	00191925	18007270	REPR	PTS	U#20848	POLICE	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128228	00191925	18007271	REPR	PTS	U#17894	POLICE	08/16/19	272349	31.03-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128229	00191925	18007272	REPR	PTS	U#16654	POLICE	08/16/19	272349	41.06-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128231	00191925	18007273	REPR	PTS	U#16769	POLICE	08/16/19	272349	66.22-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128232	00191925	18007274	REPR	PTS	POLICE	STOCK	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128233	00191925	18007275	REPR	PTS	POLICE	STOCK	08/16/19	272349	21.49-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128235	00191925	18007276	REPR	PTS	U#18317	POLICE	08/16/19	272349	134.94-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128236	00191925	18007277	REPR	PTS	U#16716	POLICE	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128237	00191925	18007278	REPR	PTS	U#18317	POLICE	08/16/19	272349	102.81-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128238	00191925	18007279	REPR	PTS	POLICE	STOCK	08/16/19	272349	134.47-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128240	00191925	18007280	REPR	PTS	U#18314	POLICE	08/16/19	272349	5.15-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128242	00191925	18007281	REPR	PTS	U#18326	POLICE	08/16/19	272349	303.06-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128325	00192032	18007287	REPR	PTS	U#20422	POLICE	08/16/19	272349	50.60-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128326	00192032	18007288	REPR	PTS	MOTORCYCLES		08/16/19	272349	89.94-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128327	00192032	18007289	REPR	PTS	MOTORCYCLES		08/16/19	272349	287.76-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128328	00192032	18007290	REPR	PTS	U#17741	POLICE	08/16/19	272349	154.27-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128198	00191887	18007305	REPR	PTS	U#14715	STREET	08/16/19	272349	100.35-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128301	00192019	18007336	REPR	PTS	POLICE	STOCK	08/16/19	272349	318.60-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128388	00191975	18007362	REPR	PTS	U#18331	POLICE	08/16/19	272349	289.68-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128389	00191975	18007363	REPR	PTS	POLICE	STOCK	08/16/19	272349	89.40-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128390	00191975	18007364	REPR	PTS	U#18331	POLICE	08/16/19	272349	50.62-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128391	00191975	18007365	REPR	PTS	POLICE	STOCK	08/16/19	272349	140.50-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128392	00191975	18007366	REPR	PTS	U#17895	POLICE	08/16/19	272349	200.26-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128393	00191975	18007367	REPR	PTS	U#18332	POLICE	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128394	00191975	18007368	REPR	PTS	U#17317	POLICE	08/16/19	272349	142.51-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128395	00191975	18007369	REPR	PTS	POLICE	STOCK	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128396	00191975	18007370	REPR	PTS	U#18202	POLICE	08/16/19	272349	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128397	00191975	18007371	REPR	PTS	U#17113	POLICE	08/16/19	272349	129.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128398	00191975	18007372	REPR	PTS	U#15452	POLICE	08/16/19	272349	6.64-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128400	00191975	18007373	REPR	PTS	U#19705	POLICE	08/16/19	272349	134.47-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128402	00191975	18007374	REPR	PTS	U#19008	POLICE	08/16/19	272349	34.60-
00001	CARQUEST	AUTO	PARTS	STOR	14758-128403	00191975	18007375	REPR	PTS	U#18332	POLICE	08/16/19	272349	50.09-

CARQUEST AUTO PARTS STOR

Sum														14,209.84-
00001	CELLEBRITE USA CORP			INVUS204517	00187967	18007095	SOFTWARE	RENEWAL	DETECTIVES			08/16/19	272350	3,700.00-

CELLEBRITE USA CORP

Sum														3,700.00-	
00001	CENTER FOR GOVERNMENT AN	REG A	JONES		00191730	18006992	REG	JONES	CMC/MC	ACDMY	HBURG		08/16/19	272351	200.00-

00001 CENTER FOR GOVERNMENT AN	REG EATON 10	00191759	18006993	REG EATON MMCA LOUISVILLE MS	08/16/19	272352	100.00-

CENTER FOR GOVERNMENT AN							300.00-
Sum							
00001 CERTIFIED LABORATORIES	3524358	00188984	18006944	OIL FOR POLICE SHOP	08/16/19	272354	1,097.25-
00001 CERTIFIED LABORATORIES	3629543	00191594	18007210	WEED KILLER HEALTH DIV	08/16/19	272354	4,922.50-

CERTIFIED LABORATORIES							6,019.75-
Sum							583.33-
00001 CHEM-AQUA	3610372	00191706	18006941	COOLING TOWERS WTR TRTMT PROG	08/16/19	272355	

CHEM-AQUA							583.33-
Sum							
00001 CINTAS CORPORATION #J66	4026776400	00191635	18006965	UNIFORMS 7/29 TRAFFIC DEPT	08/16/19	272361	26.10-
00001 CINTAS CORPORATION #J66	4026776565	00191635	18006966	MOP/MAT 7/29 TRAFFIC DEPT	08/16/19	272361	7.90-
00001 CINTAS CORPORATION #J66	4024877577	00191645	18007050	UNIFORMS 7/01 COMM CENTERS	08/16/19	272361	62.44-
00001 CINTAS CORPORATION #J66	4025330734	00191645	18007051	UNIFORMS 7/08 COMM CENTERS	08/16/19	272361	62.44-
00001 CINTAS CORPORATION #J66	4025794889	00191645	18007052	UNIFORMS 7/15 COMM CENTERS	08/16/19	272361	62.44-
00001 CINTAS CORPORATION #J66	4026302245	00191645	18007053	UNIFORMS 7/22 COMM CENTERS	08/16/19	272361	62.44-
00001 CINTAS CORPORATION #J66	4026778676	00191645	18007054	UNIFORMS 7/29 COMM CENTERS	08/16/19	272361	62.44-
00001 CINTAS CORPORATION #J66	4027247900	00191779	18007055	UNIFORMS 8/05 PUBLIC WORKS	08/16/19	272361	190.60-
00001 CINTAS CORPORATION #J66	4027248053	00191779	18007056	UNIFORMS 8/05 PUBLIC WORKS	08/16/19	272361	89.07-
00001 CINTAS CORPORATION #J66	4027247548	00191779	18007057	UNIFORMS 8/05 PUBLIC WORKS	08/16/19	272361	57.83-
00001 CINTAS CORPORATION #J66	4027247668	00191779	18007058	UNIFORMS 8/05 PUBLIC WORKS	08/16/19	272361	25.66-
00001 CINTAS CORPORATION #J66	4027248009	00191779	18007059	UNIFORMS 8/05 PUBLIC WORKS	08/16/19	272361	23.25-
00001 CINTAS CORPORATION #J66	4027248016	00191779	18007060	UNIFORMS 8/05 PUBLIC WORKS	08/16/19	272361	28.33-
00001 CINTAS CORPORATION #J66	4027248103	00191783	18007061	UNIFORMS 8/05 SANIT	08/16/19	272361	181.98-
00001 CINTAS CORPORATION #J66	4024877801	00191639	18007062	UNIFORMS 7/01 CEM/FORESTRY	08/16/19	272361	41.65-
00001 CINTAS CORPORATION #J66	4025330894	00191639	18007063	UNIFORMS 7/08 CEM/FORESTRY	08/16/19	272361	41.65-
00001 CINTAS CORPORATION #J66	4025795134	00191639	18007064	UNIFORMS 7/15 CEM/FORESTRY	08/16/19	272361	41.65-
00001 CINTAS CORPORATION #J66	4026302576	00191639	18007065	UNIFORMS 7/22 CEM/FORESTRY	08/16/19	272361	47.60-
00001 CINTAS CORPORATION #J66	4026778922	00191639	18007066	UNIFORMS 7/29 CEM/FORESTRY	08/16/19	272361	53.55-
00001 CINTAS CORPORATION #J66	4024877748	00191639	18007067	MOP/MAT 7/01 CEM/FORESTRY	08/16/19	272361	15.70-
00001 CINTAS CORPORATION #J66	4025795029	00191639	18007069	MOP/MAT 7/15 CEM/FORESTRY	08/16/19	272361	15.70-
00001 CINTAS CORPORATION #J66	4026302369	00191639	18007070	MOP/MAT 7/22 CEM/FORESTRY	08/16/19	272361	9.10-
00001 CINTAS CORPORATION #J66	4026778838	00191639	18007071	MOP/MAT 7/29 CEM/FORESTRY	08/16/19	272361	15.70-
00001 CINTAS CORPORATION #J66	4025330826	00191639	18007072	MOP/MAT 7/08 CEM/FORESTRY	08/16/19	272361	15.70-
00001 CINTAS CORPORATION #J66	4027248063	00191850	18007090	UNIFORMS 8/05 TRAFFIC	08/16/19	272361	26.10-
00001 CINTAS CORPORATION #J66	4027248113	00191850	18007091	MOP/MAT 8/05 TRAFFIC	08/16/19	272361	7.90-
00001 CINTAS CORPORATION #J66	4027247965	00191824	18007092	UNIFORMS 8/05 P/W SHOP	08/16/19	272361	68.56-
00001 CINTAS CORPORATION #J66	4027247795	00191824	18007093	UNIFORMS 8/05 CONSTR	08/16/19	272361	74.29-
00001 CINTAS CORPORATION #J66	4027730057	00192030	18007307	UNIFORMS 8/12 PUBLIC WORKS	08/16/19	272361	144.07-
00001 CINTAS CORPORATION #J66	4027729825	00192030	18007308	UNIFORMS 8/12 PUBLIC WORKS	08/16/19	272361	116.10-
00001 CINTAS CORPORATION #J66	4027729694	00192030	18007309	UNIFORMS 8/12 PUBLIC WORKS	08/16/19	272361	57.83-
00001 CINTAS CORPORATION #J66	4027729706	00192030	18007310	UNIFORMS 8/12 PUBLIC WORKS	08/16/19	272361	25.66-
00001 CINTAS CORPORATION #J66	4027729992	00192030	18007311	UNIFORMS 8/12 PUBLIC WORKS	08/16/19	272361	28.33-
00001 CINTAS CORPORATION #J66	4027729911	00192030	18007312	UNIFORMS 8/12 PUBLIC WORKS	08/16/19	272361	23.25-
00001 CINTAS CORPORATION #J66	4027729827	00192055	18007345	UNIFORMS 8/12 P/W SHOP	08/16/19	272361	40.56-
00001 CINTAS CORPORATION #J66	4027729759	00192055	18007346	UNIFORMS 8/12 CONSTR	08/16/19	272361	74.29-
00001 CINTAS CORPORATION #J66	4027730063	00192050	18007350	UNIFORMS 8/12 SANIT	08/16/19	272361	149.48-
00001 CINTAS CORPORATION #J66	4027729939	00192115	18007394	UNIFORMS 8/12 TRAFFIC	08/16/19	272361	26.10-
00001 CINTAS CORPORATION #J66	4027729979	00192115	18007395	MOP/MAT 8/12 TRAFFIC	08/16/19	272361	7.90-

CINTAS CORPORATION #J66

Sum									2,111.34-
00001	CITY OF HATTIESBURG FUND TRF 2ND 8/19	02019804	18007321	TRF 2ND 8/19	PAYROLL	08/13/19	113794		1,116,345.64-

CITY OF HATTIESBURG FUND

Sum									1,116,345.64-
00001	CIVIC PLUS	188122	00191965	18007221	COUNCIL SOFTWARE	08/16/19	272363		13,842.00-

CIVIC PLUS

Sum									13,842.00-
00001	CLARK, JOSEPH	TRAVEL REIMB	00191903	18007132	EXPNS MSFA RESCUE CLASS JKSN	08/16/19	272364		53.54-
00001	CLARK, JOSEPH	TRAV ADVANCE	00192027	18007298	TRAV ADV TRENCH RESCUE CLASS	08/16/19	272364		205.00-

CLARK, JOSEPH

Sum									258.54-
00001	CLEMTS HARDWARE	123701	00191851	18007104	WTR HOSE/SPRINKLERS P/F ACDMY	08/16/19	272365		211.92-

CLEMTS HARDWARE

Sum									211.92-
00001	COLE, RONDA	TRAV ADVANCE	00191743	18006984	TRAV ADV IIMC CONF TEXAS	08/16/19	272366		309.52-

COLE, RONDA

Sum									309.52-
00001	COMCAST CABLEVISION OF H 839641073089	00191683	18006942	CABLE 7/15-8/14	CITY HALL	08/16/19	272367		115.08-
00001	COMCAST CABLEVISION OF H 839641073092	00191853	18007082	CONVERTER BOX 8/19	POLICE	08/16/19	272368		114.58-
00001	COMCAST CABLEVISION OF H 839641073047	00191909	18007175	CABLE 7/30-8/29	EMP CLINIC	08/16/19	272369		148.41-

COMCAST CABLEVISION OF H

Sum									378.07-
00001	COMMERCIAL STATIONERY CO 426725-0	00191481	18007177	JANIT SUPP P/F	ACADEMY	08/16/19	272370		183.67-
00001	COMMERCIAL STATIONERY CO 425351-0	00190229	18007178	JANIT SUPP P/F	ACADEMY	08/16/19	272370		267.00-
00001	COMMERCIAL STATIONERY CO 426401-0	00191208	18007179	JANIT/OFFICE SUPP P/F	ACADEMY	08/16/19	272370		427.00-
00001	COMMERCIAL STATIONERY CO 426443-0	00191208	18007180	JANIT/OFFICE SUPP P/F	ACADEMY	08/16/19	272370		79.79-

COMMERCIAL STATIONERY CO

Sum									957.46-
00001	COMPETITION MARINE	CMI110459	00190500	18007006	BOAT MOTOR/LABOR P/F	ACADEMY	08/16/19	272371	3,784.99-

COMPETITION MARINE

Sum									3,784.99-
00001	COMSOUTH	192042	00190113	18007135	RADIO REPR FIRE DEPT	08/16/19	272372		560.00-
00001	COMSOUTH	192424	00190113	18007136	RADIO REPR FIRE DEPT	08/16/19	272372		560.00-
00001	COMSOUTH	192425	00190113	18007137	RADIO REPR FIRE DEPT	08/16/19	272372		560.00-
00001	COMSOUTH	192426	00190113	18007138	RADIO REPR FIRE DEPT	08/16/19	272372		560.00-
00001	COMSOUTH	192427	00190113	18007139	RADIO REPR FIRE DEPT	08/16/19	272372		560.00-
00001	COMSOUTH	192453	00190165	18007140	RADIO EQUIP REPR PTS FIRE DEP	08/16/19	272372		1,204.00-
00001	COMSOUTH	192777	00191307	18007141	RADIO REPR FIRE DEPT	08/16/19	272372		110.00-
00001	COMSOUTH	192393	00190354	18007206	REPR RADIOS CONSTR DEPT	08/16/19	272372		222.20-
00001	COMSOUTH	192394	00190354	18007207	REPR RADIOS CONSTR DEPT	08/16/19	272372		174.00-

COMSOUTH

Sum							4,510.20-
00001 COURT PROGRAMS INC	INVOICE #59	00191954	18007214	ANKLE BRACELET MONITORING	08/16/19	272374	11,510.00-

COURT PROGRAMS INC							11,510.00-
Sum							53.55-
00001 COURTESY MOTORS INC	494417	00191915	18007205	REPR PTS U#16240 CONSTR	08/16/19	272375	-----
COURTESY MOTORS INC							53.55-
Sum							197.25-
00001 CRAIN TRACTOR & EQUIPMEN	CP69998	00191680	18007045	REPR PTS U#20373 HEALTH DIV	08/16/19	15	197.25-
00001 CRAIN TRACTOR & EQUIPMEN	CP70104	00191680	18007048	CREDIT INV#CP69998	08/16/19	15	-----
CRAIN TRACTOR & EQUIPMEN							
Sum							80.00-
00001 CUSTOM AUTO CREATIONS	1143	00191872	18007201	TINT WINDOWS U#20051 PUB WRKS	08/16/19	272376	-----
CUSTOM AUTO CREATIONS							80.00-
Sum							352.48-
00001 DELGADO, DEBORAH (REFUND TRAVEL REIMB		00191749	18006986	EXPNS NBC-LEO CONF JACKSON	08/16/19	272377	-----
DELGADO, DEBORAH (REFUND							352.48-
Sum							7,218.20-
00001 DENSON OIL COMPANY INC	123152	00191612	18006937	DIESEL FOR P/W FUEL STATION	08/16/19	272378	-----
DENSON OIL COMPANY INC							7,218.20-
Sum							3,370.50-
00001 DIAMONDBACK PRODUCTS INC	18003	00191667	18007009	CART TIPPER SANIT LOADERS	08/16/19	272380	-----
DIAMONDBACK PRODUCTS INC							3,370.50-
Sum							21,280.00-
00001 DOLEAC ELECTRIC CO INC	GEN91156-2	00191711	18007000	SEMI ANNUAL GENERATOR MAINT	08/16/19	272381	1,534.00-
00001 DOLEAC ELECTRIC CO INC	PW-X3	00184363	18007041	GENERATOR BATTERIES FUEL STA	08/16/19	272381	-----
DOLEAC ELECTRIC CO INC							22,814.00-
Sum							539.44-
00001 EAGLE TIRE AND SERVICE	E-000678	00191684	18006956	TIRES U#20369 FIRE DEPT	08/16/19	272382	-----
EAGLE TIRE AND SERVICE							539.44-
Sum							371.14-
00001 EATON, ALVIN K (PETTY CA	PETTY CASH 7	00192057	18007325	PETTY CASH 7/19 VARI DEPTS	08/16/19	272388	20.70-
00001 EATON, ALVIN K (PETTY CA	PETTY CASH 7	00192075	18007326	PETTY CASH 7/19 P/F ACADEMY	08/16/19	272389	-----
EATON, ALVIN K (PETTY CA							391.84-
Sum							82.00-
00001 EATON, KERMA (TRAVEL)	TRAV ADVANCE	00191765	18006988	TRAV ADV MMCCA LOUISVILLE MS	08/16/19	272390	-----
EATON, KERMA (TRAVEL)							82.00-
Sum							
00001 ECONOMY SUPPLY CO	017307	00191756	18007008	BLK POLY GENEALOGY BLDG ROOF	08/16/19	272391	86.00-
00001 ECONOMY SUPPLY CO	017912	00191946	18007340	BLDG MATLS P/F ACADEMY	08/16/19	272391	2,400.35-

ECONOMY SUPPLY CO

Sum									2,486.35-
00001	ELKINS WHOLESALE INC	382369	00191185	18007142	BLACK GARBAGE BAGS PUB WORKS	08/16/19	272392		24.50-
00001	ELKINS WHOLESALE INC	390281-00	00191947	18007285	JANIT SUPP CITY HALL	08/16/19	272392		115.02-
00001	ELKINS WHOLESALE INC	387796	00191281	18007300	JANIT SUPP FIRE STATIONS	08/16/19	272392		685.33-
00001	ELKINS WHOLESALE INC	387796-01	00191281	18007301	JANIT SUPP FIRE STATIONS	08/16/19	272392		32.22-

ELKINS WHOLESALE INC

Sum									857.07-
00001	EMERGENCY EQUIPMENT PROF	444085	00191659	18006957	REPRS ENGINE #8 FIRE DEPT	08/16/19	272393		230.00-
00001	EMERGENCY EQUIPMENT PROF	444087	00191659	18006958	REPRS RESCUE 2 FIRE DEPT	08/16/19	272393		1,080.33-
00001	EMERGENCY EQUIPMENT PROF	444429	00191659	18006959	REPRS ENGINE 6 FIRE DEPT	08/16/19	272393		144.90-
00001	EMERGENCY EQUIPMENT PROF	444430	00191659	18006960	REPRS ENGINE 2 FIRE DEPT	08/16/19	272393		1,493.62-
00001	EMERGENCY EQUIPMENT PROF	444432	00191659	18006961	REPRS ENGINE 3 FIRE DEPT	08/16/19	272393		571.96-
00001	EMERGENCY EQUIPMENT PROF	444141	00191659	18006962	REPRS ENGINE 1 FIRE DEPT	08/16/19	272393		7,644.58-
00001	EMERGENCY EQUIPMENT PROF	444601	00191747	18006998	REPRS U#11353 FIRE DEPT	08/16/19	272393		1,059.37-
00001	EMERGENCY EQUIPMENT PROF	444683	00191914	18007181	REPRS U#11353 FIRE DEPT	08/16/19	272393		2,051.70-
00001	EMERGENCY EQUIPMENT PROF	444811	00190758	18007338	GAS MONITORS/CHARGER ACADEMY	08/16/19	272393		4,253.00-

EMERGENCY EQUIPMENT PROF

Sum									18,529.46-
00001	EMPIRE TRUCK SALES (H'BU	CE006154317:	00191371	18007145	REPR PTS U#19887 SANIT	08/16/19	272394		196.56-

EMPIRE TRUCK SALES (H'BU

Sum									196.56-
00001	EVANS, TERESA WILLIAMS	TRAV ADVANCE	00192025	18007306	TRAV ADV MAGPPA TUPELO,MS	08/16/19	272397		521.00-

EVANS, TERESA WILLIAMS

Sum									521.00-
00001	EXPERT SERVICES, LLC	1152	00191687	18006953	REPAINT P/F ACDMY ASSEMBLY RM	08/16/19	272398		2,200.00-

EXPERT SERVICES, LLC

Sum									2,200.00-
00001	FEDERAL EXPRESS	6-706-21451	00192098	18007396	SERVS 8/7/19 ENGR DEPT	08/16/19	272400		54.15-

FEDERAL EXPRESS

Sum									54.15-
00001	FLUKER, CHERYL	TRAV ADVANCE	00192024	18007304	TRAV ADV MAGPPA TUPELO,MS	08/16/19	272402		521.00-

FLUKER, CHERYL

Sum									521.00-
00001	FORESTRY SUPPLIERS INC	575159-00	00191753	18007353	HATS FOR CEMETERY CREW	08/16/19	272404		32.12-

FORESTRY SUPPLIERS INC

Sum									32.12-
-----	--	--	--	--	--	--	--	--	--------

FUELMAN OF MS

00001	FUELMAN OF MS	BG127044 NP5	00191735	18006997	FUEL CHG 7/8/19 WADE FIRE DEP	08/16/19	272405		49.06-
-------	---------------	--------------	----------	----------	-------------------------------	----------	--------	--	--------

FUELMAN OF MS

Sum									49.06-
00001	FV RECYCLING	2019-4166	00191788	18007042	RECYCLE FEES 7/19 SANIT	08/16/19	272406		65.25-

00001 FV RECYCLING	2019-4167	00191788 18007043 RECYCLE FEES 7/19 SANIT	08/16/19	272406	65.00-
00001 FV RECYCLING	2019-4265	00191788 18007044 RECYCLE FEES 7/19 SANIT	08/16/19	272406	80.50-

FV RECYCLING					
Sum					210.75-
00001 GALL'S LLC	013367971	00191493 18007237 CROSSING GUARD SHIRTS	08/16/19	272407	259.98-
00001 GALL'S LLC	013367980	00191599 18007297 3 DAY BACK PACK P/F ACADEMY	08/16/19	272407	120.95-
00001 GALL'S LLC	013411589	00191958 18007339 SCBA MASK BAGS P/F ACADEMY	08/16/19	272407	475.00-

GALL'S LLC					
Sum					855.93-
00001 GILLILANDS ELECTRONICS S	69840	00191647 18006940 INTERNET DAHMER/FORREST CTY	08/16/19	272408	1,500.00-
00001 GILLILANDS ELECTRONICS S	68523	00192072 18007361 MOVE PHONES CITY HALL	08/16/19	272408	153.15-
00001 GILLILANDS ELECTRONICS S	69865	00192093 18007391 CABLING SRV ACDMY ASSEMBLY RM	08/16/19	272408	136.88-

GILLILANDS ELECTRONICS S					
Sum					1,790.03-
00001 GUEST SERVICES INC	520 COLLINS	00191254 18007299 MEAL TKT COLLINS NETC CLASS	08/16/19	272411	172.00-

GUEST SERVICES INC					
Sum					172.00-
00001 GULF STATES DISTRIBUTORS	1323237-IN	00191418 18006952 SIMS ROUNDS FOR TRAINING	08/16/19	272412	75.00-

GULF STATES DISTRIBUTORS					
Sum					75.00-
00001 H'BURG COCA COLA BOTTLIN	1097234857	00191112 18007173 BOTTLED WATER MAYOR'S OFFICE	08/16/19	272414	76.00-

H'BURG COCA COLA BOTTLIN					
Sum					76.00-
00001 HANSON, LISA M	TRAV ADVANCE	00192110 18007388 TRAV ADV SEMPAC CONF BILOXI	08/16/19	272417	187.00-

HANSON, LISA M					
Sum					187.00-
00001 HATTIESBURG HYDRAULICS I	79671	00191327 18006977 REPR PTS U#15892 SANIT	08/16/19	272418	361.34-
00001 HATTIESBURG HYDRAULICS I	79823	00191656 18007046 REPR PTS U#16010 CEMETERY	08/16/19	272418	145.88-
00001 HATTIESBURG HYDRAULICS I	79980	00191920 18007243 REPR PTS U#6894 CONSTR	08/16/19	272418	88.24-
00001 HATTIESBURG HYDRAULICS I	80019	00192010 18007351 REPR PTS U#20373 HEALTH	08/16/19	272418	190.31-

HATTIESBURG HYDRAULICS I					
Sum					785.77-
00001 HAVARD PEST CONTROL INC	1477952	02019803 18007322 QTRLY SERV #5 FIRE STA	08/16/19	272419	48.00-
00001 HAVARD PEST CONTROL INC	1477954	02019803 18007323 QTRLY SERV #7 FIRE STA	08/16/19	272419	48.00-
00001 HAVARD PEST CONTROL INC	1477959	02019803 18007324 QTRLY SERV POL PAVLN LKVV	08/16/19	272419	50.00-

HAVARD PEST CONTROL INC					
Sum					146.00-
00001 HESSION, CHANCE	TRAV ADVANCE	00192090 18007392 TRAV ADV MSFA RESCUE CLASS	08/16/19	272420	205.00-

HESSION, CHANCE					
Sum					205.00-
00001 HOLLOWAY, EDDIE A	PO#192104 8/	00192104 18007393 FIRE DEPT LDRSHIP DEV TRAINING	08/16/19	272421	3,600.00-

Sum								3,600.00-
00001 HUB CITY CONSTRUCTION IN 1707		00189166 18007234 CITY HALL 2ND FLR RENOVATION	08/16/19	272422			12,397.50-	

HUB CITY CONSTRUCTION IN								
Sum							12,397.50-	
00001 INDOFF INC	3271253	00191510 18007001 OFFICE SUPP CEMETERY	08/16/19	272424			270.97-	

INDOFF INC								
Sum							270.97-	
00001 INTERFACE SECURITY SYSTE	19464743	00191724 18006999 SECURITY 8/19 YTH ART MUSEUM	08/16/19	272425			46.99-	

INTERFACE SECURITY SYSTE								
Sum							46.99-	
00001 INTONE IMAGING, LLC	6666	00191566 18006943 TONER SUPP DISPATCH/POL ADM	08/16/19	272426			485.92-	

INTONE IMAGING, LLC								
Sum							485.92-	
00001 INTOXIMETERS	633923	00191509 18006946 MOUTHPIECE SENSORS	08/16/19	272427			125.25-	

INTOXIMETERS								
Sum							125.25-	
00001 IRBY, STUART C CO	S011373065.0	00191149 18007332 NAMEPLATES A/C UNITS T DEPOT	08/16/19	272428			119.60-	
00001 IRBY, STUART C CO	S011492237.0	00191813 18007348 ELEC SUPP CONSTR DEPT SHOP	08/16/19	272428			49.50-	
00001 IRBY, STUART C CO	S011494526.0	00191907 18007349 VINYL TAPE ELEC & A/C DEPT	08/16/19	272428			52.00-	

IRBY, STUART C CO								
Sum							221.10-	
00001 JOHNNIE WRIGHT RADIATOR	81467	00191368 18006963 REPRS U#18098 FIRE DEPT	08/16/19	272432			4,965.25-	

JOHNNIE WRIGHT RADIATOR								
Sum							4,965.25-	
00001 JOHNNY'S WRECKER SERVICE	38156	00191373 18006964 TOWING U#15064 FIRE DEPT	08/16/19	272433			600.00-	

JOHNNY'S WRECKER SERVICE								
Sum							600.00-	
00001 KONE INC (MONTGOMERY KON	959296778	00191964 18007222 MAINT 7/19-9/19 CITY HALL	08/16/19	272435			1,214.58-	

KONE INC (MONTGOMERY KON								
Sum							1,214.58-	
00001 KRONOS INCORPORATED	11482097	00191886 18007117 SOFTWARE SUPPORT INFO TECH	08/16/19	272436			9,088.00-	

KRONOS INCORPORATED								
Sum							9,088.00-	
00001 LAMAR AUTO SALVAGE INC	616512	00191818 18007100 RIM U#19815 POLICE	08/16/19	272438			65.00-	

LAMAR AUTO SALVAGE INC								
Sum							65.00-	
00001 LANCASTER'S MACHINE & WE	24093	00191597 18007317 REPRS U#15892 SANIT	08/16/19	272439			485.00-	
00001 LANCASTER'S MACHINE & WE	24126	00192022 18007342 JACK HAMMER REPR TRAFFIC DEPT	08/16/19	272439			90.00-	

LANCASTER'S MACHINE & WE

Sum									575.00-
00001	LARRY'S WRECKER SERVICE	6291	00191633	18006948	TOWING U#17896	POLICE	08/16/19	272440	55.00-
00001	LARRY'S WRECKER SERVICE	6335	00191660	18006949	TOWING U#19702	POLICE	08/16/19	272440	55.00-
00001	LARRY'S WRECKER SERVICE	6346	00191854	18007085	TOWING U#17894	POLICE	08/16/19	272440	55.00-
00001	LARRY'S WRECKER SERVICE	6341	00191854	18007086	TOWING U#19344	POLICE	08/16/19	272440	55.00-
00001	LARRY'S WRECKER SERVICE	6459	00192013	18007292	TOWING U#19702	POLICE	08/16/19	272440	55.00-
00001	LARRY'S WRECKER SERVICE	6462	00192013	18007293	TOWING VEHICLE FROM SCENE		08/16/19	272440	55.00-
00001	LARRY'S WRECKER SERVICE	6470	00192043	18007294	TOWING U#20423	POLICE	08/16/19	272440	55.00-
00001	LARRY'S WRECKER SERVICE	6472	00192043	18007295	TOWING U#16754	POLICE	08/16/19	272440	65.00-
00001	LARRY'S WRECKER SERVICE	6463	00192043	18007296	TOWING MERCURY MARQUIS		08/16/19	272440	85.00-

LARRY'S WRECKER SERVICE

Sum									535.00-
00001	LIGHTSEY & ASSOCIATES	101	HARDY ST	00192009	18007314	APPRAISAL 101 HARDY STREET	08/16/19	272441	850.00-

LIGHTSEY & ASSOCIATES

Sum									850.00-
00001	LINEBARGER GOGGAN BLAIR	6/28/2019	02019775	18007017	POLICE FINES COLL.FEE		08/16/19	272442	430.32-

LINEBARGER GOGGAN BLAIR

Sum									430.32-
00001	LOCAL GOVERNMENT SERVICE	1802	00191924	18007176	SERVS 7/10-29/19		08/16/19	272444	5,500.00-

LOCAL GOVERNMENT SERVICE

Sum									5,500.00-
00001	LOWE'S OF HATTIESBURG IN	938343	00191293	18006995	VARI OPER SUPP P/F ACADEMY		08/16/19	272445	666.66-
00001	LOWE'S OF HATTIESBURG IN	935300	00191106	18006996	YARD CLEANUP SUPP P/F ACDMY		08/16/19	272445	195.27-

LOWE'S OF HATTIESBURG IN

Sum									861.93-
00001	LUU, LISA	TRAV ADVANCE	00191741	18006985	TRAV ADV IIMC CONF TEXAS		08/16/19	272447	578.96-

LUU, LISA

Sum									578.96-
00001	M M C MATERIALS INC	593515	00188523	18007191	CONCRETE VARI CITY LOC		08/16/19	272448	600.00-
00001	M M C MATERIALS INC	594722	00188523	18007192	CONCRETE VARI CITY LOC		08/16/19	272448	840.00-
00001	M M C MATERIALS INC	603121	00188523	18007193	CONCRETE VARI CITY LOC		08/16/19	272448	440.00-
00001	M M C MATERIALS INC	605892	00188523	18007194	CONCRETE VARI CITY LOC		08/16/19	272448	1,045.00-
00001	M M C MATERIALS INC	607652	00191257	18007195	CONCRETE VARI CITY LOC		08/16/19	272448	385.00-
00001	M M C MATERIALS INC	608132	00191257	18007196	CONCRETE VARI CITY LOC		08/16/19	272448	456.00-
00001	M M C MATERIALS INC	609998	00191257	18007197	CONCRETE VARI CITY LOC		08/16/19	272448	760.00-
00001	M M C MATERIALS INC	610174	00191257	18007198	CONCRETE VARI CITY LOC		08/16/19	272448	440.00-

M M C MATERIALS INC

Sum									4,966.00-
00001	MCCi LLC	00017990	00191955	18007216	SCANNED IMAGES MUN COURT		08/16/19	272450	3,696.72-

MCCi LLC

Sum									3,696.72-
00001	MCELHANEY PLUMBING INC	278910	00190473	18006954	PLUMB SUPP #6 FIRE STA		08/16/19	272451	28.90-

00001 MCELHANEY PLUMBING INC	279862	00191746 18007089 PLUMB SUPP #4 FIRE STA	08/16/19	272451	30.34-
00001 MCELHANEY PLUMBING INC	280036	00191761 18007106 ICE MACHINE PTS PUBLIC WORKS	08/16/19	272451	50.66-

MCELHANEY PLUMBING INC					
Sum					109.90-
00001 MCLEMORE, BRANDON	TRAVEL REIMB	00191878 18007131 EXPNS MS COMMAND COLLEGE	08/16/19	272452	83.65-

MCLEMORE, BRANDON					
Sum					83.65-
00001 MCQUAGGE PRODUCTIONS	ESTIMATE 113	00191927 18007171 PROJECTOR & INSTALLATION	08/08/19	113790	4,674.21-

MCQUAGGE PRODUCTIONS					
Sum					4,674.21-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	02019780 18006933 CITY COURT COST 7/19	08/02/19	113783	725.72-

METRO CRIMESTOPPERS INC					
Sum					725.72-
00001 MID SOUTH UNIFORM & SUPP	594136	00190702 18006945 S/S SHIRTS CAPT MCLEMORE	08/16/19	272454	32.75-
00001 MID SOUTH UNIFORM & SUPP	594532	00190427 18007188 BYRNE GRANT VESTS LAT/RECRUIT	08/16/19	272454	6,480.00-

MID SOUTH UNIFORM & SUPP					
Sum					6,512.75-
00001 MIDSOUTH SOLUTIONS	138387	00188020 18007238 UNIFORMS VARI FIREMEN	08/16/19	272455	816.75-

MIDSOUTH SOLUTIONS					
Sum					816.75-
00001 MITCHELL TOOL SALES & SE	101445	00191555 18007110 HAND TOOLS P/W SHOP	08/16/19	272456	119.00-

MITCHELL TOOL SALES & SE					
Sum					119.00-
00001 MOLLY MAID	SERVS 8/19 H	00191766 18007002 SERVS 8/19 HIGHLAND CEMETERY	08/16/19	272457	245.00-

MOLLY MAID					
Sum					245.00-
00001 MS ASSN GOVT PURCH/PROP	156527599073	00191937 18007184 REG FLUKER CONF 10/20-23	08/16/19	272459	160.00-
00001 MS ASSN GOVT PURCH/PROP	156389754720	00191934 18007185 REG EVANS CONF 10/20-23	08/16/19	272459	160.00-

MS ASSN GOVT PURCH/PROP					
Sum					320.00-
00001 MS ASSN OF COACHES	FY19 SPONSOR	00191770 18006989 FY19 SPONSORSHIP	08/16/19	272460	10,000.00-

MS ASSN OF COACHES					
Sum					10,000.00-
00001 MS ASSOC OF DRUG COURT P	REG MUHAMMED	00191987 18007217 REG MUHAMMED CONF OXFORD,MS	08/16/19	272461	200.00-

MS ASSOC OF DRUG COURT P					
Sum					200.00-
00001 MS DEPARTMENT OF ENVIRON	ASBESTOS CER	00191979 18007229 ASBESTOS CERT FEE COPELAND	08/16/19	272462	200.00-

MS DEPARTMENT OF ENVIRON					
Sum					200.00-
00001 MS DEPT OF PUBLIC SFTY/C	7/19	02019782 18006934 7/19	08/02/19	113784	1,134.54-

MS DEPT OF PUBLIC SFTY/C							-----
Sum							1,134.54-
00001 MS FIRE & SAFETY OF HBUR 66380	00191589 18006976 EXTINGUISHER YTH ART MUSEUM	08/16/19	272463			79.00-	

MS FIRE & SAFETY OF HBUR							
Sum							79.00-
00001 MS GRASS NURSERY 30788	00191786 18007033 GRASS SOD P/F ACADEMY	08/16/19	272465			800.00-	

MS GRASS NURSERY							
Sum							800.00-
00001 MS MUNICIPAL CLERKS & CO 2019 DUES EA	00192062 18007330 2019 DUES EATON M/ADM	08/16/19	272466			100.00-	

MS MUNICIPAL CLERKS & CO							
Sum							100.00-
00001 MS POLICE SUPPLY CO INC I-3215	00191648 18007096 CLEAR OUT CHEMICAL SPRAY POL	08/16/19	272467			1,620.00-	

MS POLICE SUPPLY CO INC							
Sum							1,620.00-
00001 MS POWER COMPANY 07279-14043	00192004 18007313 SUNSET ARCADIA LIGHT UPGRADES	08/16/19	272468			7,600.00-	
00001 MS POWER COMPANY 13774-56017	00192001 18007315 ELEC PUB SAFETY BLD 701 JAMES	08/16/19	272468			37.45-	
00001 MS POWER COMPANY 8/19 GENERAL	00201921 18007357 MNTHLY ELEC-GENERAL	08/16/19	272468			14,971.67-	

MS POWER COMPANY							
Sum							22,609.12-
00001 MS STATE DEVELOPMENT AUT #R-103-205-0	02019793 18007172 HCL LEVERAGE LENDER PYMT #80	08/09/19	113791			10,117.67-	

MS STATE DEVELOPMENT AUT							
Sum							10,117.67-
00001 MS STATE/SECRETARY OF ST NOTARY RNWL	00192078 18007334 NOTARY RNWL LARREMORE	08/16/19	272471			25.00-	
00001 MS STATE/SECRETARY OF ST NOTARY RNWL	00192078 18007335 NOTARY RNWL YOUNG	08/16/19	272471			25.00-	

MS STATE/SECRETARY OF ST							
Sum							50.00-
00001 MS STATE/TAX COMM/TAX EX PO#191962 8/	00191962 18007224 TAGS (8) NEW MOTORCYCLES	08/16/19	272472			128.00-	

MS STATE/TAX COMM/TAX EX							
Sum							128.00-
00001 MS STATE/TREASURER/FINAN FINE COLLECT	02019700 18006932	08/02/19	113782			45,258.55-	

MS STATE/TREASURER/FINAN							
Sum							45,258.55-
00001 MS TURF 889844	00191674 18007245 GRASS SOD FOR CEMETERIES	08/16/19	272473			115.00-	

MS TURF							
Sum							115.00-
00001 MSP ENTERPRISES, LLC 80819	00191977 18007227 LOT CLEARING 8/19 LAND CODE	08/16/19	272474			1,035.14-	

MSP ENTERPRISES, LLC							
Sum							1,035.14-
00001 MUHAMMAD, KHADIJAH	TRAVEL REIMB 00191720 18006987 EXPNS NADCP CONF WASHINGTON	08/16/19	272475			96.67-	

00001 MUHAMMAD, KHADIJAH	TRAV ADVANCE	00191969	18007218	TRAV ADV MADCP CONF OXFORD,MS	08/16/19	272475	454.00-

MUHAMMAD, KHADIJAH							
Sum							550.67-
00001 MULTITECH OFFICE MACHINE	19080174	00191890	18007187	PRINTER TONER SUPP INFO TECH	08/16/19	272476	4,063.95-

MULTITECH OFFICE MACHINE							
Sum							4,063.95-
00001 NAFECO-NORTH AMERICA FIR	993019	00191266	18007239	ROPE RESCUE EQUIP	08/16/19	272478	398.97-

NAFECO-NORTH AMERICA FIR							
Sum							398.97-
00001 NAPA AUTO PARTS	598533	00191692	18007380	MOTOR OIL U#18100 FIRE DEPT	08/16/19	272479	41.97-
00001 NAPA AUTO PARTS	597195	00190999	18007381	REPR PTS U#20099 FIRE DEPT	08/16/19	272479	146.33-
00001 NAPA AUTO PARTS	597974	00191394	18007382	MAINT SUPP ALL DIESEL UNITS	08/16/19	272479	239.00-
00001 NAPA AUTO PARTS	598065	00191467	18007383	REPR PTS U#14700/SHOP	08/16/19	272479	230.92-

NAPA AUTO PARTS							
Sum							658.22-
00001 NEWELL PAPER COMPANY	4061231	00191559	18007174	HAND SOAP ACCTG/PURCHASING	08/16/19	272480	137.78-
00001 NEWELL PAPER COMPANY	4061289	00191740	18007182	CUPS/DISH SOAP TRAFF/CONSTR	08/16/19	272480	126.46-
00001 NEWELL PAPER COMPANY	4061058	00191644	18007319	JANIT SUPP CEMETERY	08/16/19	272480	188.60-
00001 NEWELL PAPER COMPANY	4061648	00191644	18007320	JANIT SUPP CEMETERY	08/16/19	272480	161.18-

NEWELL PAPER COMPANY							
Sum							614.02-
00001 OFFICE DEPOT INC	2323971709	00191583	18007075	PRINTER INK FOR DISPATCH	08/16/19	272481	163.78-
00001 OFFICE DEPOT INC	355371600001	00191768	18007283	OFFICE SUPP PLANNING DIV	08/16/19	272481	199.41-

OFFICE DEPOT INC							
Sum							363.19-
00001 OWENS BUSINESS MACHINES	381039	00191729	18006990	COPIER OVERAGE 7/19 M/ADM	08/16/19	272482	24.48-
00001 OWENS BUSINESS MACHINES	381038	00191729	18006991	COPIER 8/19 M/ADM	08/16/19	272482	187.00-
00001 OWENS BUSINESS MACHINES	382189	00191754	18007105	COPIER PUB WORKS MAIN OFFICE	08/16/19	272482	4,384.00-

OWENS BUSINESS MACHINES							
Sum							4,595.48-
00001 PARISH TRACTOR (HATTIESB	02-96342	00191374	18007103	PALLET FORKS ACADEMY TRACTOR	08/16/19	272483	580.00-

PARISH TRACTOR (HATTIESB							
Sum							580.00-
00001 PEARL RIVER VALLEY EPA (	8/19 GENERAL	00201921	18007358	MNTHLY 8/19 PUBLIC SERVICES	08/16/19	272486	6,516.05-

PEARL RIVER VALLEY EPA (							
Sum							6,516.05-
00001 PERKINS, RONNIE	TRAV ADVANCE	00192071	18007343	TRAV ADV APWA CNF D'IBERVILLE	08/16/19	272487	123.00-

PERKINS, RONNIE							
Sum							123.00-
00001 PIERCE PLUMBING (REFUNDS	REFUND-7/10/	02019794	18007112	REFUND-7/10/19 RECEIPT	08/16/19	272489	50.00-

PIERCE PLUMBING (REFUNDS							

Sum								50.00-
00001	PINE BELT OIL COMPANY IN	1061993	00191611	18006938	GAS FOR P/W FUEL STATION	08/16/19	272491	13,509.67-
00001	PINE BELT OIL COMPANY IN	POLICE 7/1-7	00191867	18007118	MINIT MART FUEL CHGS 7/19	08/16/19	272491	623.23-
00001	PINE BELT OIL COMPANY IN	FIRE 7/1-7/3	00191867	18007119	MINIT MART FUEL CHGS 7/19	08/16/19	272491	2,079.58-
00001	PINE BELT OIL COMPANY IN	1357821	00191911	18007186	GAS CARDS U#17354/20424 POL	08/16/19	272491	484.02-

PINE BELT OIL COMPANY IN								
Sum								16,696.50-
00001	PINE BELT REGIONAL SOLID	100006 7/19	00191896	18007149	RUBBISH DISPOSAL 7/1-21 SANIT	08/16/19	272492	44,603.00-

PINE BELT REGIONAL SOLID								
Sum								44,603.00-
00001	POPE & POPE, PA	19033	00191849	18007076	SERVS COH VS MERRIT TAX	08/16/19	272494	161.90-
00001	POPE & POPE, PA	19035	00191849	18007077	SERVS COH VS SAIA FREIGHT	08/16/19	272494	1,934.30-
00001	POPE & POPE, PA	19034	00191849	18007078	SERVS COH VS HUDSON	08/16/19	272494	1,804.55-

POPE & POPE, PA								
Sum								3,900.75-
00001	POWER HOUSE TOOLS & OUTD	MKQ1STGLO	00191310	18006982	REPR PTS CEMETERY STOCK	08/16/19	272496	78.80-
00001	POWER HOUSE TOOLS & OUTD	MKQKP1427	00191709	18007013	REPR PTS U#19005 CEMETERY	08/16/19	272496	60.98-
00001	POWER HOUSE TOOLS & OUTD	MKQIY0RKH	00191637	18007047	REPR PTS U#20058 CEMETERY	08/16/19	272496	299.99-

POWER HOUSE TOOLS & OUTD								
Sum								439.77-
00001	PRECISION DELTA CORP	14822	00191478	18007005	AMMUNITION P/F ACADEMY	08/16/19	272497	2,185.00-

PRECISION DELTA CORP								
Sum								2,185.00-
00001	PUBLIC HEALTH MANAGEMENT	SI00030325	00191967	18007213	RANT PROG 8/19-7/20 MUN COURT	08/16/19	272498	1,100.00-

PUBLIC HEALTH MANAGEMENT								
Sum								1,100.00-
00001	QUALITY DOORS LLC	61614	00191170	18007352	REPR BIFOLD DOOR #2 HANGER #3	08/16/19	272499	1,892.00-

QUALITY DOORS LLC								
Sum								1,892.00-
00001	RED BUD SUPPLY INC	162183	00191249	18007073	RAINSUITS A/C EMP CONSTR DEPT	08/16/19	272500	63.24-

RED BUD SUPPLY INC								
Sum								63.24-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191346	18007151	IIMC MRBSHP RNWLS COLE/JOLLY	08/16/19	272502	320.00-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00190220	18007152	HOTEL MUHAMMAD NADCP CONF	08/16/19	272502	697.96-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191492	18007153	AIRFARE MAYOR ADP MEET ATLNTA	08/16/19	272502	500.23-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00190919	18007154	MBRSHP MCCAIN NIOA CONF	08/16/19	272502	80.00-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00190945	18007155	VIDEO GAME TRUCK DEPOSIT NNO	08/16/19	272502	296.10-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191182	18007156	DJ SRVS NNO KICKOFF 7/25/19	08/16/19	272502	150.00-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191463	18007157	BALLOONS NNO KICK-OFF	08/16/19	272502	16.05-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191465	18007158	FOOD/SUPP NNO KICK-OFF 2019	08/16/19	272502	846.24-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191502	18007159	FACEPAINT DEPOSIT NNO KICKOFF	08/16/19	272502	600.00-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191531	18007160	POPCORN SUPP NNO KICKOFF 2019	08/16/19	272502	129.51-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191547	18007161	HOTEL TOWNSEND HOMELESS CONF	08/16/19	272502	220.89-
00001	REGIONS CARDHOLDER SERVI	7079 7/31/19	00191518	18007162	REG ELLARD ICMA CONF 10/19-24	08/16/19	272502	110.00-

00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00191108	18007163	VEHICLE MNT SOFTWARE FOR SHOP	08/16/19	272502	1,919.58-
00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00190893	18007164	CLOTH ALLOW KENNEDY POLICE	08/16/19	272502	157.33-
00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00191842	18007165	RESORT FEE CHIEF PARKER MML	08/16/19	272502	16.05-
00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00190860	18007166	FIRE CODE BOOKS HFD PREV DIV	08/16/19	272502	448.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00190846	18007167	SAFETY VESTS FIRE DEPT	08/16/19	272502	1,311.60-
00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00191261	18007168	SCBA FACE PIECES FIRE DEPT	08/16/19	272502	979.91-
00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00191131	18007169	OFFICE SUPP NNO EVENT ENGR	08/16/19	272502	69.25-
00001	REGIONS	CARDHOLDER	SERVI	7079	7/31/19	00191030	18007170	AIRFARE TYLER SWANA WASTECON	08/16/19	272502	553.50-
REGIONS CARDHOLDER SERVI											
Sum											
00001	RESCUE	SOURCE		20588		00188740	18006951	RESCUE DRY SUIT P/F ACADEMY	08/16/19	272504	9,422.20-
RESCUE SOURCE											
Sum											
00001	RICOH	CORP		5057230320		00191953	18007219	COPIER OVERAGES 7/19 COURT	08/16/19	272505	1,819.45-
00001	RICOH	CORP		5057229535		00191976	18007228	COPIER OVRG 7/19 LAND CODE	08/16/19	272505	11.13-
00001	RICOH	CORP		5057230149		00191992	18007282	COPIER OVRG 7/19 HUMAN RES	08/16/19	272505	255.41-
RICOH CORP											
Sum											
00001	RJ	YOUNG COMPANY		INV3184201		00191657	18006950	COPIER 6/24-7/23 POLICE ADM	08/16/19	272506	404.01-
00001	RJ	YOUNG COMPANY		INV3189246		00191839	18007087	COPIER 6/28-7/27 DETECTIVES	08/16/19	272506	253.00-
00001	RJ	YOUNG COMPANY		INV3134732		00191877	18007133	COPIER 5/28-6/27 FIRE ADM	08/16/19	272506	492.00-
00001	RJ	YOUNG COMPANY		INV3041113		00191877	18007134	COPIER 3/28-4/27 FIRE ADM	08/16/19	272506	272.69-
00001	RJ	YOUNG COMPANY		INV3204887		00191983	18007220	COPIER 7/5-8/4 CITY CLERK	08/16/19	272506	194.00-
00001	RJ	YOUNG COMPANY		INV3170833		00191974	18007223	COPIER 6/16-7/15 MPO DIV	08/16/19	272506	204.00-
00001	RJ	YOUNG COMPANY		INV3184154		00192083	18007329	COPIER 6/24-7/23 MUN COURT	08/16/19	272506	174.00-
RJ YOUNG COMPANY											
Sum											
00001	SACKS	OUTDOOR SUPPLY		RC1000119126		00188986	18007102	UNIFORMS SGT RICHARDSON	08/16/19	272510	1,757.69-
00001	SACKS	OUTDOOR SUPPLY		1055		00191873	18007189	UNDER ARMOUR PANTS/SHIRTS	08/16/19	272510	169.96-
SACKS OUTDOOR SUPPLY											
Sum											
00001	SANSOM	EQUIPMENT CO		59136		00190049	18007012	REPR PTS U#20068/20074 SANIT	08/16/19	272511	664.86-
00001	SANSOM	EQUIPMENT CO		59155		00191738	18007208	DIAGNOSTIC/REPR U#20069 SANIT	08/16/19	272511	1,817.02-
00001	SANSOM	EQUIPMENT CO		59156		00191738	18007209	REPR PTS U#20071 SANIT	08/16/19	272511	460.00-
SANSOM EQUIPMENT CO											
Sum											
00001	SEMPAC			REG HANSON 9		00192102	18007389	REG HANSON CONF BILOXI	08/16/19	272512	2,392.02-
00001	SEMPAC			REG BURNS 9/		00192103	18007390	REG BURNS CONF BILOXI	08/16/19	272513	385.00-
SEMPAC											
Sum											
00001	SOUTHERN	FINANCIAL SYSTE	CMCHAT2	6/18	02019773	18007018		POLICE FINES COLL.FEE	08/16/19	272520	770.00-
00001	SOUTHERN	FINANCIAL SYSTE	CMCHAT3	6/18	02019774	18007019		POLICE FINES COLL.FEE	08/16/19	272520	21.13-
00001	SOUTHERN	FINANCIAL SYSTE	CMCHAT2	7/1/	02019789	18007020		POLICE FINES COLL.FEE	08/16/19	272520	312.76-
00001	SOUTHERN	FINANCIAL SYSTE	CMCHAT	6/1-7	02019790	18007021		POLICE FINES COLL.FEE	08/16/19	272520	136.24-
00001	SOUTHERN	FINANCIAL SYSTE	CMCHAT3	7/1/	02019791	18007022		POLICE FINES COLL.FEE	08/16/19	272520	20.00-

SOUTHERN FINANCIAL SYSTE								
Sum								1,103.12-
00001	SOUTHERN MS PINE STRAW	12055	00191726	18007034	PINE STRAW P/F ACDMY L'SCAPE	08/16/19	272521	165.00-

SOUTHERN MS PINE STRAW								
Sum								165.00-
00001	SOUTHERN PINE ELECTRIC P 8/19 GENERAL	00201919	18007359	MNTHLY 8/19	PUBLIC SERVICES	08/16/19	272522	1,300.45-

SOUTHERN PINE ELECTRIC P								
Sum								1,300.45-
00001	SOUTHERN PINES ANIMAL SH COH-10	00192041	18007318	HANDLING/HOUSING	7/19	08/16/19	272523	12,546.00-

SOUTHERN PINES ANIMAL SH								
Sum								12,546.00-
00001	SOUTHERN TIRE MART LLC (2520012579	00191372	18006967	TIRE U#16083	PUBLIC WORKS	08/16/19	272525	354.23-
00001	SOUTHERN TIRE MART LLC (2520012768	00191466	18006968	TIRES VARI PUB WORKS	UNITS	08/16/19	272525	2,558.00-
00001	SOUTHERN TIRE MART LLC (2520012622	00191420	18007007	FLAT REPR U#19835	FIRE DEPT	08/16/19	272525	19.95-

SOUTHERN TIRE MART LLC (								
Sum								2,932.18-
00001	SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191822	18007079	BLANKET BOND MONEY HANDLERS		08/16/19	272526	8,750.00-
00001	SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191823	18007080	NOTARY BOND BRATCHER	19-23	08/16/19	272526	85.00-

SOUTHGROUP (HATTIESBURG								
Sum								8,835.00-
00001	SPARKMAN, KEITHA	RESTITUTION	02019771	18007023	RESTITUTION PYMT	08/16/19	272527	200.00-

SPARKMAN, KEITHA								
Sum								200.00-
00001	SPILL TACKLE LLC	1181	00191636	18007088	HAZ SPILL ABSORBENT P/F ACDMY	08/16/19	272530	700.00-

SPILL TACKLE LLC								
Sum								700.00-
00001	SPIRE ENERGY	8/19 GENERAL	00201921	18007360	MNTHLY GAS-GENERAL	08/16/19	272531	690.58-

SPIRE ENERGY								
Sum								690.58-
00001	STANDARD OFFICE SUPPLY C 06510	00191122	18006971	FLASH DRIVES ENGR DEPT		08/16/19	272533	165.98-
00001	STANDARD OFFICE SUPPLY C 06546	00191122	18006972	USB CABLE ENGR DEPT		08/16/19	272533	5.36-
00001	STANDARD OFFICE SUPPLY C 06768	00191841	18007074	PRINTER TONER MUN COURT		08/16/19	272533	253.98-
00001	STANDARD OFFICE SUPPLY C 06598 (A)	00191474	18007327	PRINTER INK SUPP MUN COURT		08/16/19	272533	499.54-
00001	STANDARD OFFICE SUPPLY C 06598 (B)	00191474	18007355	PRINTER INK SUPP MUN COURT		08/16/19	272533	69.99-
00001	STANDARD OFFICE SUPPLY C 0138CM	00191474	18007356	CREDIT INV#06598		08/16/19	272533	69.99-

STANDARD OFFICE SUPPLY C								
Sum								924.86-
00001	STAPLES	3421493676	00191769	18007094	OFFICE SUPP URBAN DEV DIV	08/16/19	272534	148.17-

STAPLES								
Sum								148.17-
00001	STRIBLING EQUIPMENT CO L CS006103382:	00191165	18007316	SEALANT P/W SHOP		08/16/19	272535	79.20-

STIRBLING EQUIPMENT CO L							
Sum							79.20-
00001	TMH	205169	00192066	18007328	COURT AUP INTERIM	08/16/19 272538	7,426.00-

TMH							
Sum							7,426.00-
00001	TRACTOR SUPPLY	100282439	00191567	18007144	REPR PTS HEALTH SPRAY TRUCK	08/16/19 272540	96.47-

TRACTOR SUPPLY							
Sum							96.47-
00001	TRANSUNION RISK AND ALTE	362606	8/01/	00191838	18007083	ONLINE INVESTIGATIONS 7/19	08/16/19 272541 173.79-

TRANSUNION RISK AND ALTE							
Sum							173.79-
00001	TRI-TECH INC	190243	00191627	18007097	GUN BOXES POLICE DEPT	08/16/19 272542	307.50-

TRI-TECH INC							
Sum							307.50-
00001	U S POSTAL SERVICE POSTA	PO#19084	6/2	00190844	18007333	MAIL MACHINE POSTAGE C HALL	08/16/19 272546 10,000.00-

U S POSTAL SERVICE POSTA							
Sum							10,000.00-
00001	ULINE	110892007	00191628	18007081	EVIDENCE BOXES POLICE DEPT	08/16/19 272548	689.38-
00001	ULINE	111146293	00191840	18007337	SHELVING P/F ACDMY STORAGE	08/16/19 272548	1,172.00-
00001	ULINE	111146293	FR	00192081	18007341	FREIGHT CHARGE PO#191840	08/16/19 272548 187.88-

ULINE							
Sum							2,049.26-
00001	UNDERWOOD OUTDOOR POWER,	77065	00191796	18007244	CHAINSaw BAR OIL TREE CREW	08/16/19 272549	159.84-
00001	UNDERWOOD OUTDOOR POWER,	77104	00191835	18007246	TRIMMER LINE CEMETERY	08/16/19 272549	301.20-

UNDERWOOD OUTDOOR POWER,							
Sum							461.04-
00001	UNIFORM SURPLUS OF AMERI	1038	00189887	18007302	FIRE DEPT UNIFORMS	08/16/19 272550	4,743.98-
00001	UNIFORM SURPLUS OF AMERI	1050	00190820	18007303	FIRE DEPT UNIFORMS	08/16/19 272550	4,861.03-

UNIFORM SURPLUS OF AMERI							
Sum							9,605.01-
00001	UNITED PARCEL SERVICE IN	00008E1Y1530	00191833	18007114	SERVS 7/18 7/24	POLICE DEPT	08/16/19 272552 29.39-
00001	UNITED PARCEL SERVICE IN	00008E1Y1531	00191972	18007225	SERVS 7/24,7/29	POLICE DEPT	08/16/19 272552 39.72-

UNITED PARCEL SERVICE IN							
Sum							69.11-
00001	UNIVERSITY TIRE & SERVIC	549051	00191562	18006969	TIRES U#13048	PUBLIC WORKS	08/16/19 272553 485.76-
00001	UNIVERSITY TIRE & SERVIC	548991	00191548	18006975	ALIGNMENT U#14676	P/W SHOP	08/16/19 272553 69.95-

UNIVERSITY TIRE & SERVIC							
Sum							555.71-
00001	V F W OF THE US	PARKING SPAC	00190843	18007003	PARKING SPACES 7/19	08/16/19 272554	75.00-
00001	V F W OF THE US	PARKING SPAC	00191717	18007004	PARKING SPACES 8/19	08/16/19 272555	75.00-

V F W OF THE US

Sum							150.00-
00001	WALTER, PAUL & SON WELDI 2147	00191691	18007146	GAS TANK REPR U#20072	SANIT	08/16/19	272560
							120.00-

WALTER, PAUL & SON WELDI

Sum							120.00-
00001	WASTE MANAGEMENT OF SOUT 0011624-2526	00191649	18006979	WASTE DISPOSAL 7/1-12	SANIT	08/16/19	272562
							989.78-

WASTE MANAGEMENT OF SOUT

Sum							989.78-
00001	WATERS INTERNATIONAL TRU 08P875527	00191469	18006955	REPR PTS U#13933	FIRE DEPT	08/16/19	272564
							187.06-
00001	WATERS INTERNATIONAL TRU 08P875139	00191190	18006978	REPR PTS VARI	SANIT UNITS	08/16/19	272564
							1,170.05-
00001	WATERS INTERNATIONAL TRU 08P875846	00191634	18007010	REPRS U#14406	SANIT	08/16/19	272564
							865.02-
00001	WATERS INTERNATIONAL TRU 08P875930	00191681	18007011	REPR PTS U#14403	SANIT	08/16/19	272564
							274.10-

WATERS INTERNATIONAL TRU

Sum							2,496.23-
00001	WB MASON CO INC (FORMERL 201596410	00191799	18007284	PRINTER INK SUPP VARI	DEPTS	08/16/19	272565
							1,448.08-

WB MASON CO INC (FORMERL

Sum							1,448.08-
00001	WEDGEWORTH DEVELOPMENT L MB#2014/198-	02019792	18007049	DL RENEWAL STATION LEASE	PYMT	08/16/19	272567
							1,100.00-

WEDGEWORTH DEVELOPMENT L

Sum							1,100.00-
00001	9-HUB CITY CONSTRUCTION 1729	00191370	18007235	PAINTING CITY HALL 2ND FLOOR		08/16/19	272569
							15,000.00-

9-HUB CITY CONSTRUCTION

Sum							15,000.00-
00001	98 WASTE LLC 2128	00191892	18007147	RUBBISH DISPOSAL 7/1-31	SANIT	08/16/19	272570
							20,720.00-
00001	98 WASTE LLC 2102	00191892	18007148	RUBBISH DISPOSAL 7/1-31	PK/RC	08/16/19	272570
							3,150.00-

98 WASTE LLC

Sum							23,870.00-
-----	--	--	--	--	--	--	------------

Sum

1,667,919.67-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING AUGUST 16, 2019

Date

- 08/14/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	318427	00191862	18002003	SAND BAGS LOCKS/KEYS GRNDS MN	08/16/19	272304	89.00-
A & R FARM AND GARDEN							
Sum							89.00-
00002 AGRI-AFC LLC	5604196	00191521	18001952	CHEMICALS ALL BALLFIELDS	08/16/19	272307	3,005.00-
AGRI-AFC LLC							
Sum							3,005.00-
00002 AIRGAS USA LLC (NORDAN S	9091255104	00191556	18001964	HELIUM REFILL NNO CE ROY CNTR	08/16/19	272308	273.08-
00002 AIRGAS USA LLC (NORDAN S	9963689818	00191996	18002045	ADDL AMT DUE PO#191556	08/16/19	272308	52.55-
AIRGAS USA LLC (NORDAN S							
Sum							325.63-
00002 ALLBRITTON CHAIN SAW & L	65487	00191752	18001970	REPR PTS U#19439 AUGER	08/16/19	272311	64.65-
ALLBRITTON CHAIN SAW & L							
Sum							64.65-
00002 AT&T MOBILITY	287273578351	00192114	18002063	WIRELESS SRV 7/19 REC ADM	08/16/19	272324	407.47-
AT&T MOBILITY							
Sum							407.47-
00002 AUTO ARMATURE SERVICE IN	17827	00191666	18001971	BATTERY U#9905 TRACTOR	08/16/19	272325	159.95-
AUTO ARMATURE SERVICE IN							
Sum							159.95-
00002 B W I	15368576	00191430	18002044	TURFACE QUICK DRY BALLFIELDS	08/16/19	272327	793.00-
B W I							
Sum							793.00-
00002 BLUE DOLPHIN POOLS	36786	00191859	18001992	FOUNTAIN MAINT VARI LOC	08/16/19	272330	600.00-
BLUE DOLPHIN POOLS							
Sum							600.00-
00002 BRACKMAN MOWER WAREHOUSE	47873	00191670	18001972	REPRS U#20744 MOWER	08/16/19	272332	139.00-
00002 BRACKMAN MOWER WAREHOUSE	47899	00191671	18001973	REPR PTS U#19464 MOWER	08/16/19	272332	95.00-
00002 BRACKMAN MOWER WAREHOUSE	47872	00191676	18001974	REPRS U#18867 MOWER	08/16/19	272332	235.00-
00002 BRACKMAN MOWER WAREHOUSE	47871	00191677	18001975	REPRS U#19303 MOWER	08/16/19	272332	656.00-
00002 BRACKMAN MOWER WAREHOUSE	47874	00191675	18001978	REPRS U#20745 MOWER	08/16/19	272332	40.00-
00002 BRACKMAN MOWER WAREHOUSE	48060	00191804	18002000	REPRS U#19464 MOWER	08/16/19	272332	348.33-
00002 BRACKMAN MOWER WAREHOUSE	48120	00191828	18002001	AGRI EQUIP REPR PTS/SUPP	08/16/19	272332	610.00-
00002 BRACKMAN MOWER WAREHOUSE	48058	00191803	18002012	REPRS U#19303 MOWER	08/16/19	272332	88.00-
00002 BRACKMAN MOWER WAREHOUSE	48061	00191805	18002013	REPRS U#19465 MOWER	08/16/19	272332	218.83-
00002 BRACKMAN MOWER WAREHOUSE	48057	00191806	18002014	REPRS U#20823 MOWER	08/16/19	272332	335.00-

BRACKMAN MOWER WAREHOUSE

Sum									2,765.16-
00002	BUCKHAULTS ELECTRIC SERV	FILE #2019-5	00191935	18001997	SOCCER FIELDS LIGHTING APP2 FI	08/09/19	312438		31,800.00-

BUCKHAULTS ELECTRIC SERV

Sum									31,800.00-
00002	CAMPER CITY OF HATTIESBU	43737	00191811	18002015	REPR LIGHTS U#16176 TRAILER	08/16/19	272339		125.00-

CAMPER CITY OF HATTIESBU

Sum									125.00-
00002	CARQUEST AUTO PARTS	STOR 14758-127631	00191619	18001959	REPR PTS U#9167 GRNDS MAINT	08/16/19	272349		12.92-
00002	CARQUEST AUTO PARTS	STOR 14758-127633	00191619	18001960	REPR PTS U#9167 GRNDS MAINT	08/16/19	272349		243.33-
00002	CARQUEST AUTO PARTS	STOR 14758-128038	00191830	18002002	MOTOR OIL GRNDS MAINT UNITS	08/16/19	272349		144.96-
00002	CARQUEST AUTO PARTS	STOR 14758-127735	00191673	18002008	REPR PTS U#11214 TRUCK	08/16/19	272349		32.60-
00002	CARQUEST AUTO PARTS	STOR 14758-127875	00191703	18002009	REPR PTS U#9603 TRUCK	08/16/19	272349		96.85-
00002	CARQUEST AUTO PARTS	STOR 14758-127994	00191802	18002010	REPR PTS U#11961 TRUCK	08/16/19	272349		65.60-
00002	CARQUEST AUTO PARTS	STOR 14758-127736	00191679	18002016	REPR PTS U#9603 TRUCK	08/16/19	272349		127.00-
00002	CARQUEST AUTO PARTS	STOR 14758-128197	00191948	18002047	REPR PTS U#11961 TRUCK	08/16/19	272349		148.42-

CARQUEST AUTO PARTS STOR

Sum									871.68-
00002	CINTAS CORPORATION #J66	4024753548	00191714	18001979	MOP/MAT 6/27 GRNDS MAINT	08/16/19	272361		4.95-
00002	CINTAS CORPORATION #J66	4025232339	00191714	18001980	MOP/MAT 7/05 GRNDS MAINT	08/16/19	272361		4.95-
00002	CINTAS CORPORATION #J66	4025631603	00191714	18001981	MOP/MAT 7/11 GRNDS MAINT	08/16/19	272361		4.95-
00002	CINTAS CORPORATION #J66	4026095870	00191714	18001982	MOP/MAT 7/18 GRNDS MAINT	08/16/19	272361		4.95-
00002	CINTAS CORPORATION #J66	4026632629	00191714	18001983	MOP/MAT 7/25 GRNDS MAINT	08/16/19	272361		4.95-
00002	CINTAS CORPORATION #J66	4024753796	00191714	18001984	UNIFORMS 6/27 GRNDS MAINT	08/16/19	272361		143.70-
00002	CINTAS CORPORATION #J66	4025232638	00191714	18001985	UNIFORMS 7/05 GRNDS MAINT	08/16/19	272361		143.70-
00002	CINTAS CORPORATION #J66	4025631884	00191714	18001986	UNIFORMS 7/11 GRNDS MAINT	08/16/19	272361		143.70-
00002	CINTAS CORPORATION #J66	4026096061	00191714	18001987	UNIFORMS 7/18 GRNDS MAINT	08/16/19	272361		143.70-
00002	CINTAS CORPORATION #J66	4026633001	00191714	18001988	UNIFORMS 7/25 GRNDS MAINT	08/16/19	272361		153.26-

CINTAS CORPORATION #J66

Sum									752.81-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 8/19	02019804	18002051	TRF 2ND 8/19 PAYROLL	08/13/19	312442		68,071.40-

CITY OF HATTIESBURG FUND

Sum									68,071.40-
00002	CLEMTS HARDWARE	123650	00191578	18001953	WATER COOLER GRNDS MAINT	08/16/19	272365		38.99-
00002	CLEMTS HARDWARE	123665	00191669	18001966	GAS CANS GRNDS MAINT	08/16/19	272365		119.96-

CLEMTS HARDWARE

Sum									158.95-
00002	COMSOUTH	192724	00191781	18002018	RADIO REPR U#16120	08/16/19	272372		163.35-
00002	COMSOUTH	192960	00191950	18002049	RADIO BATTERIES GRNDS MAINT	08/16/19	272372		396.00-

COMSOUTH

Sum									559.35-
00002	CONNER, TOBARRA	SPORTS SERVS	02019800	18002028	SPORTS SUPPORT SERVICES	08/16/19	272373		80.00-

CONNER, TOBARRA

Sum									80.00-
00002 DOLEAC ELECTRIC CO INC	H21763	00191678 18001963	REPR DAHMER PK FIELD LIGHTS	08/16/19	272381			2,005.78-	
00002 DOLEAC ELECTRIC CO INC	H22440	00191773 18001976	REPR TATUM SOFTBALL FLD LITES	08/16/19	272381			665.00-	
00002 DOLEAC ELECTRIC CO INC	H21764	00191861 18001993	REPR CAMERON FIELD LIGHTS	08/16/19	272381			1,025.00-	
00002 DOLEAC ELECTRIC CO INC	H21898	00191861 18001994	REPR JC PARK FIELD LIGHTS	08/16/19	272381			620.00-	
00002 DOLEAC ELECTRIC CO INC	H22282	00191861 18001995	REPR TATUM PK FIELD LIGHTS	08/16/19	272381			1,441.49-	

DOLEAC ELECTRIC CO INC									
Sum								5,757.27-	
00002 EATON, ALVIN K (PETTY CA	PETTY CASH 7	00192074 18002053	PETTY CASH 7/19 PARKS & REC	08/16/19	272387			114.49-	

EATON, ALVIN K (PETTY CA									
Sum								114.49-	
00002 ECONOMY SUPPLY CO	016301	00191203 18001955	BLDG MATLS TWIN FORKS MONUMNT	08/16/19	272391			77.40-	
00002 ECONOMY SUPPLY CO	016626	00191390 18001958	BALLFIELD CHALK	08/16/19	272391			557.20-	
00002 ECONOMY SUPPLY CO	017431	00191731 18001967	BLDG MATLS JC PARK BRIDGE	08/16/19	272391			252.45-	
00002 ECONOMY SUPPLY CO	017454	00191755 18002005	BLDG MATLS JC PARK BRIDGE	08/16/19	272391			179.90-	

ECONOMY SUPPLY CO									
Sum								1,066.95-	
00002 ELKINS WHOLESALE INC	388139-02	00191302 18001990	JANIT SUPP GRNDS MAINT	08/16/19	272392			13.46-	

ELKINS WHOLESALE INC									
Sum								13.46-	
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/2	02019801 18002037	OFFICIAL-ADULT SOFTBALL	08/16/19	272396			465.00-	

ESTERS, WILLARD (BUTCH)									
Sum								465.00-	
00002 FAGAN TREE AND SPRAYING	3058	00191800 18002020	SPRAY HERBICIDE BALLFLDS/ALLY	08/16/19	272399			3,500.00-	

FAGAN TREE AND SPRAYING									
Sum								3,500.00-	
00002 FLETCHER, JERRY D	OFFICIAL 7/2	02019801 18002034	OFFICIAL-ADULT SOFTBALL	08/16/19	272401			400.00-	

FLETCHER, JERRY D									
Sum								400.00-	
00002 GOLDEN, NICHOLAS D	OFFICIAL 7/2	02019801 18002038	OFFICIAL-ADULT SOFTBALL	08/16/19	272409			540.00-	

GOLDEN, NICHOLAS D									
Sum								540.00-	
00002 GUTHRIE, JONI S	PKS/REC PROG	02019799 18002021	SPECIAL SERVICES	08/16/19	272413			180.00-	

GUTHRIE, JONI S									
Sum								180.00-	
00002 HAVARD PEST CONTROL INC	1477956	02019803 18002052	QTRLY SERV DAHMER POOL	08/16/19	272419			48.00-	

HAVARD PEST CONTROL INC									
Sum								48.00-	

00002 HUGHES SUPPLY	S156349077.0	00191522 18002007	A/C REPR SUPP TATUM SOFTBALL	08/16/19	272423			104.51-	

HUGHES SUPPLY								
Sum								104.51-
00002	IRBY, STUART C CO	S011466357.0	00191356	18001956	ELEC SUPP TATUM SOFTBALL	08/16/19	272428	221.58-
00002	IRBY, STUART C CO	S011466970.0	00191384	18001957	ELEC SUPP TATUM SB FLD LIGHTS	08/16/19	272428	900.90-
00002	IRBY, STUART C CO	S011414879.0	00190418	18001998	ELEC SUPP SAN ANTONIO LIGHTS	08/16/19	272428	110.79-
00002	IRBY, STUART C CO	S011492209.0	00191812	18002054	ELEC SUPP EASTSIDE PARK	08/16/19	272428	19.80-

IRBY, STUART C CO								
Sum								1,253.07-
00002	JACKSON, TINA	OFFICIAL 7/2	02019801	18002033	OFFICIAL-ADULT SOFTBALL	08/16/19	272429	120.00-

JACKSON, TINA								
Sum								120.00-
00002	JEFcoat FENCE OF HATTIES	0021569	00191784	18002017	CHAIN LINK FENCE PEOPLE'S PK	08/16/19	272430	157.00-

JEFcoat FENCE OF HATTIES								
Sum								157.00-
00002	JOHN'S IRON WORKS	PO#191354 8/	00191354	18002006	IRON DOOR DAHMER PK CONCESSNS	08/16/19	272431	850.00-

JOHN'S IRON WORKS								
Sum								850.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02019800	18002025	SPORTS SUPPORT SERVICES	08/16/19	272434	264.00-

KETTLEY, ANNETTE								
Sum								264.00-
00002	LAMAR AUTO SALVAGE INC	615903	00191577	18002011	REPR PTS U#11212 TRUCK	08/16/19	272438	50.00-

LAMAR AUTO SALVAGE INC								
Sum								50.00-
00002	LARRY'S WRECKER SERVICE	6474	00192086	18002065	TOWING U#7382 TRUCK	08/16/19	272440	85.00-

LARRY'S WRECKER SERVICE								
Sum								85.00-
00002	LINK, ABBY M	OFFICIAL 7/2	02019801	18002040	OFFICIAL-VOLLEYBALL	08/16/19	272443	60.00-
00002	LINK, ABBY M	OFFICIAL 7/2	02019801	18002042	OFFICIAL-VOLLEYBALL	08/16/19	272443	60.00-

LINK, ABBY M								
Sum								120.00-
00002	MARTIN, MAGDALINE	PKS/REC PROG	02019799	18002024	SPECIAL SERVICES	08/16/19	272449	36.00-

MARTIN, MAGDALINE								
Sum								36.00-
00002	MCLEMORE, JOHN	TRAV ADVANCE	00191723	18001965	TRAV ADV TURFGRASS SEMINAR	08/16/19	272453	257.00-

MCLEMORE, JOHN								
Sum								257.00-
00002	MS GRASS NURSERY	30793	00191798	18002004	GRASS SOD INNSWOOD NBRHD	08/16/19	272465	130.00-

MS GRASS NURSERY								
Sum								130.00-

00002 MS POWER COMPANY	8/19 PKS/REC	00201921	18002061	MNTHLY ELEC-PARKS & REC	08/16/19	272468	1,492.10-

MS POWER COMPANY							
Sum							1,492.10-
00002 N & H ELECTRONIC DISTRIB	197525	00191525	18002046	ZIP TIES GRNDS MAINT	08/16/19	272477	59.72-

N & H ELECTRONIC DISTRIB							
Sum							59.72-
00002 PHILLIPS BARK PROCESSING	133935	00191938	18002043	HARDWOOD MULCH GRNDS MAINT	08/16/19	272488	1,435.00-

PHILLIPS BARK PROCESSING							
Sum							1,435.00-
00002 PINE BELT CDJR, INC (MCM	501825	00191895	18002019	OIL CHANGE U#21153 TRUCK	08/16/19	272490	47.12-

PINE BELT CDJR, INC (MCM							
Sum							47.12-
00002 POWELL, RANDY	SPORTS SERV	02019800	18002026	SPORTS SUPPORT SERVICES	08/16/19	272495	336.00-
00002 POWELL, RANDY	SPORTS SERV	02019800	18002029	SPORTS SUPPORT SERVICES	08/16/19	272495	16.00-
00002 POWELL, RANDY	OFFICIAL 7/2	02019801	18002039	OFFICIAL-VOLLEYBALL	08/16/19	272495	60.00-
00002 POWELL, RANDY	OFFICIAL 7/2	02019801	18002041	OFFICIAL-VOLLEYBALL	08/16/19	272495	60.00-

POWELL, RANDY							
Sum							472.00-
00002 REGIONS CARDHOLDER SERVI	7079 7/31/19	00191071	18001996	CREDIT	08/16/19	272502	74.11

REGIONS CARDHOLDER SERVI							
Sum							74.11
00002 SHABAZZ, AMATULLAH	PKS/REC PROG	02019799	18002023	SPECIAL SERVICES	08/16/19	272514	36.00-

SHABAZZ, AMATULLAH							
Sum							36.00-
00002 SIGNS FIRST	H-69621	00191793	18002060	DECALS FOOTBALL 2019 REC ADM	08/16/19	272517	105.60-

SIGNS FIRST							
Sum							105.60-
00002 SMITH, CARLTON L	OFFICIAL 7/2	02019801	18002031	OFFICIAL-ADULT SOFTBALL	08/16/19	272518	260.00-

SMITH, CARLTON L							
Sum							260.00-
00002 SMITH, JIM SERVICES	89862	00192085	18002064	A/C REPR TATUM SOFTBALL	08/16/19	272519	194.03-

SMITH, JIM SERVICES							
Sum							194.03-
00002 SOUTHERN TIRE MART LLC (	2520012321	00191314	18001961	TIRE U#18558 TRUCK	08/16/19	272525	109.65-
00002 SOUTHERN TIRE MART LLC (	2520012356	00191335	18001962	REPRS U#17085 MOWER	08/16/19	272525	24.50-
00002 SOUTHERN TIRE MART LLC (	2520013205	00191672	18002048	TIRES U#16048 TRUCK	08/16/19	272525	95.50-
00002 SOUTHERN TIRE MART LLC (	2520010812	00190868	18002055	TIRES U#20419 TRAILER	08/16/19	272525	97.00-
00002 SOUTHERN TIRE MART LLC (	2520011078	00190928	18002056	TIRE U#17085 MOWER	08/16/19	272525	15.20-
00002 SOUTHERN TIRE MART LLC (	2520011589	00191100	18002057	TIRE REPR U#20419 TRAILER	08/16/19	272525	78.00-
00002 SOUTHERN TIRE MART LLC (	2520012782	00191487	18002058	TIRES U#16048 TRAILER	08/16/19	272525	156.00-
00002 SOUTHERN TIRE MART LLC (	2520013447	00191722	18002059	TIRE U#14980 MOWER	08/16/19	272525	18.80-

SOUTHERN TIRE MART LLC (								
Sum								594.65-
00002	SPEEDY PRINTING & SIGNS	26939	00191623	18001954	LETTERING U#21327 & U#21328	08/16/19	272529	170.00-

SPEEDY PRINTING & SIGNS								
Sum								170.00-
00002	SPIRE ENERGY	8/19	PKS/REC	00201921	18002062	MNTHLY GAS-PARKS & REC	08/16/19	272531
								46.86-

SPIRE ENERGY								
Sum								46.86-
00002	SPORTS ILLUSTRATED PLAY	480996	00191857	18001989	REG FEES 7/1-31/19	REC ADM	08/16/19	272532
								588.00-

SPORTS ILLUSTRATED PLAY								
Sum								588.00-
00002	TERRELL, WINSTON	OFFICIAL 7/2	02019801	18002030	OFFICIAL-ADULT	SOFTBALL	08/16/19	272536
								640.00-

TERRELL, WINSTON								
Sum								640.00-
00002	TROTTER, COREY	OFFICIAL 7/2	02019801	18002036	OFFICIAL-ADULT	SOFTBALL	08/16/19	272543
								320.00-

TROTTER, COREY								
Sum								320.00-
00002	TROTTER, WILLIE	OFFICIAL 7/2	02019801	18002035	OFFICIAL-ADULT	SOFTBALL	08/16/19	272544
								420.00-

TROTTER, WILLIE								
Sum								420.00-
00002	TRUCKS PLUS AUTO ACCESSO	39451	00191668	18001968	REPR PTS U#21327	TRUCK	08/16/19	272545
								58.00-
00002	TRUCKS PLUS AUTO ACCESSO	39452	00191668	18001969	REPR PTS U#21328	TRUCK	08/16/19	272545
								39.00-

TRUCKS PLUS AUTO ACCESSO								
Sum								97.00-
00002	VARNADO, ALEXANDRIA	SPORTS SERVS	02019800	18002027	SPORTS SUPPORT	SERVICES	08/16/19	272557
								208.00-

VARNADO, ALEXANDRIA								
Sum								208.00-
00002	VASQUEZ, LINDA M	OFFICIAL 7/2	02019801	18002032	OFFICIAL-ADULT	SOFTBALL	08/16/19	272558
								220.00-

VASQUEZ, LINDA M								
Sum								220.00-
00002	WALCK, SUSAN A	PKS/REC PROG	02019799	18002022	SPECIAL	SERVICES	08/16/19	272559
								80.00-

WALCK, SUSAN A								
Sum								80.00-
00002	WATER FLOW PRODUCTIONS I	11062	00191772	18001977	REPR SPRINKLER SYS	TATUM SOCR	08/16/19	272563
								376.87-

WATER FLOW PRODUCTIONS I								
Sum								376.87-
00002	WEBBS PAINT COMPANY	843222	00190347	18001999	WASH TATUM REC	OFC/SHOP/SHED	08/16/19	272566
								1,100.00-
00002	WEBBS PAINT COMPANY	843227	00191860	18002050	REPR/PAINT	TATUM REC OFFICE	08/16/19	272566
								325.00-

WEBBS PAINT COMPANY
Sum

1,425.00-

135,354.64-

Sum

- 08/14/19

26,448.68-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 08/14/19

PERIOD ENDING AUGUST 16, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	65430	00191615	18001828	MOWER BLADES/SAFETY GLASSES	08/16/19	272311	345.42-
00009 ALLBRITTON CHAIN SAW & L	65429	00191699	18001829	INSTALL MOWER BLADES SWR DEPT	08/16/19	272311	83.94-
00009 ALLBRITTON CHAIN SAW & L	65575	00191780	18001882	AGRI EQUIP REPR PTS WTR PLANT	08/16/19	272311	218.80-
00009 ALLBRITTON CHAIN SAW & L	65574	00191704	18001883	REPR MOWERS PLT GRNDS CREW	08/16/19	272311	687.70-

ALLBRITTON CHAIN SAW & L							1,335.86-
Sum							
00009 ALLIED UNIVERSAL CORP	I1571129	00191256	18001847	CHEMICALS NORTH LAGOON	08/16/19	272312	2,382.98-

ALLIED UNIVERSAL CORP							2,382.98-
Sum							
00009 AT&T MOBILITY	287290252011	00191876	18001876	WIRELESS SRV 7/19 WTR BILLING	08/16/19	272324	153.93-
00009 AT&T MOBILITY	287273861504	00192018	18001914	GPS TRACKING 7/19 WTR PLANT	08/16/19	272324	244.93-
00009 AT&T MOBILITY	287273578351	00192114	18001941	WIRELESS SRV 7/19 CUST ACCTS	08/16/19	272324	714.21-

AT&T MOBILITY							1,113.07-
Sum							
00009 AUTOMOTIVE GLASS SPECIAL	I231589	00186787	18001854	WINDSHIELD U#13080 LAGOON	08/16/19	272326	175.00-

AUTOMOTIVE GLASS SPECIAL							175.00-
Sum							
00009 BADGER METER INC	80036581	00192067	18001927	SERVICE AGREEMENT WTR BILLING	08/16/19	272328	780.00-

BADGER METER INC							780.00-
Sum							
00009 BAY MOTOR WINDING, INC	0112049	00191181	18001827	MOTOR REPR PLT#2 WELL#3	08/16/19	272329	6,155.00-
00009 BAY MOTOR WINDING, INC	0112046	00191193	18001832	MOTOR REPR JERVIS MIMS STA	08/16/19	272329	3,860.00-

BAY MOTOR WINDING, INC							10,015.00-
Sum							
00009 BONNER ANALYTICAL TESTIN	69405	00191870	18001887	TESTING 6/19-7/19 LAGOONS	08/16/19	272331	1,911.08-
00009 BONNER ANALYTICAL TESTIN	69441	00192073	18001930	SAMPLES 2110 CLAYTON PLACE	08/16/19	272331	26.50-

BONNER ANALYTICAL TESTIN							1,937.58-
Sum							
00009 CARQUEST AUTO PARTS STOR	14758-126316	00190852	18001833	REPR PTS U#13513 TRANS	08/16/19	272349	227.82-
00009 CARQUEST AUTO PARTS STOR	14758-127193	00191349	18001840	HAND TOOLS FOR SEWER DEPT	08/16/19	272349	197.11-
00009 CARQUEST AUTO PARTS STOR	14758-127220	00191238	18001841	TRAILER HITCH U#13061 SEWER	08/16/19	272349	87.69-
00009 CARQUEST AUTO PARTS STOR	14758-122767	00188278	18001844	REPR PTS U#20446 TRANS	08/16/19	272349	401.70-
00009 CARQUEST AUTO PARTS STOR	14758-122774	00188317	18001845	REPR PTS U#15775/18556 SEWER	08/16/19	272349	124.14-
00009 CARQUEST AUTO PARTS STOR	14758-125571	00190343	18001848	REPR PTS U#14128 TRANS	08/16/19	272349	96.17-
00009 CARQUEST AUTO PARTS STOR	14758-126079	00190603	18001849	REPR PTS U#13061 TRANS	08/16/19	272349	39.99-
00009 CARQUEST AUTO PARTS STOR	14758-125731	00190405	18001886	SUPP FOR SWR GRNDS CREWS	08/16/19	272349	262.19-
00009 CARQUEST AUTO PARTS STOR	14758-128196	00191795	18001942	RPR PTS U#19845 TRANS	08/16/19	272349	176.54-

CARQUEST AUTO PARTS STOR

Sum												1,613.35-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001853	PLUMB SUPP SWR WAREHOUSE STK	08/16/19	272353					14,765.21-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001856	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					1,033.56-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001857	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					78.30-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001858	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					270.06-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001859	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					411.52-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001860	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					7,066.14-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001861	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					80.16-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001906	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					1,646.25-
00009	CENTRAL PIPE SUPPLY INC	S100186591.0	00191381	18001913	PLUMB SUPP SWR WAREHOUSE STOCK	08/16/19	272353					976.68-

CENTRAL PIPE SUPPLY INC

Sum												26,327.88-
00009	CINTAS CORPORATION #J66	4027249900	00191807	18001862	UNIFORMS 8/05 TRANS	08/16/19	272361					99.08-
00009	CINTAS CORPORATION #J66	4027249900	00191807	18001863	UNIFORMS 8/05 PLANT	08/16/19	272361					40.01-
00009	CINTAS CORPORATION #J66	4027249900	00191807	18001864	UNIFORMS 8/05 SEWER	08/16/19	272361					33.46-
00009	CINTAS CORPORATION #J66	4027249900	00191807	18001865	UNIFORMS 8/05 LAGOON	08/16/19	272361					14.70-
00009	CINTAS CORPORATION #J66	4027249527	00191801	18001866	MOP/MAT 8/05 PLANT	08/16/19	272361					13.93-
00009	CINTAS CORPORATION #J66	4026302095	00191864	18001879	UNIFORMS 7/22 WTR SERVICE MEN	08/16/19	272361					23.14-
00009	CINTAS CORPORATION #J66	4026778554	00191864	18001880	UNIFORMS 7/29 WTR SERVICE MEN	08/16/19	272361					23.14-
00009	CINTAS CORPORATION #J66	4027250263	00191864	18001881	UNIFORMS 8/05 WTR SERVICE MEN	08/16/19	272361					23.14-
00009	CINTAS CORPORATION #J66	4027731677	00192036	18001915	UNIFORMS 8/12 TRANS	08/16/19	272361					99.08-
00009	CINTAS CORPORATION #J66	4027731677	00192036	18001916	UNIFORMS 8/12 PLANT	08/16/19	272361					40.01-
00009	CINTAS CORPORATION #J66	4027731677	00192036	18001917	UNIFORMS 8/12 SEWER	08/16/19	272361					33.46-
00009	CINTAS CORPORATION #J66	4027731677	00192036	18001918	UNIFORMS 8/12 LAGOON	08/16/19	272361					14.70-
00009	CINTAS CORPORATION #J66	4027731334	00192035	18001919	MOP/MAT 8/12 PLANT	08/16/19	272361					13.93-

CINTAS CORPORATION #J66

Sum												471.78-
00009	CITY OF HATTIESBURG FUND TRF 2ND 8/19	02019804	18001921	TRF 2ND 8/19 PAYROLL	08/13/19	22225						98,611.00-

CITY OF HATTIESBURG FUND

Sum												98,611.00-
00009	DESIGN PRECAST & PIPE, I 72802		00189374	18001830	MANHOLE RISERS SEWER DEPT	08/16/19	272379					1,620.00-

DESIGN PRECAST & PIPE, I

Sum												1,620.00-
00009	EATON, ALVIN K (PETTY CA PETTY CASH 7	00192061	18001926	PETTY CASH 7/19 WTR PLANT	08/16/19	272386						9.90-

EATON, ALVIN K (PETTY CA

Sum												9.90-
00009	EQUIPMENT INC	165502718	00191491	18001842	REPRS U#14238 SEWER DEPT	08/16/19	272395					1,808.89-

EQUIPMENT INC

Sum												1,808.89-
00009	GILLILANDS ELECTRONICS S 69856		00191712	18001884	CELL PHONE BOOSTER B WEST BLD	08/16/19	272408					950.00-

GILLILANDS ELECTRONICS S

Sum												950.00-
00009	GLADDEN LAW OFFICE PLLC 0223		00191727	18001936	JUNE & JULY 2019	08/14/19	22226					2,714.00-

GLADDEN LAW OFFICE PLLC

Sum								2,714.00-
00009	HACH COMPANY	11579439	00191352	18001931	CHEMICALS WTR PLANT LAB	08/16/19	272415	331.59-
00009	HACH COMPANY	11582707	00191352	18001932	CHEMICALS WTR PLANT LAB	08/16/19	272415	572.25-
00009	HACH COMPANY	11585409	00191352	18001933	CHEMICALS WTR PLANT LAB	08/16/19	272415	930.00-

HACH COMPANY

Sum								1,833.84-
00009	HAVARD PEST CONTROL INC	1477979	02019803	18001922	QTRLY SERV WTR PLT LOWER	08/16/19	272419	48.00-
00009	HAVARD PEST CONTROL INC	1477980	02019803	18001923	QTRLY SERV WTR PLT UPPER	08/16/19	272419	50.00-
00009	HAVARD PEST CONTROL INC	177983	02019803	18001924	QTRLY SERV E LAUREL STA	08/16/19	272419	40.00-
00009	HAVARD PEST CONTROL INC	1477984	02019803	18001925	QTRLY SERV N LGN LIFT PLT	08/16/19	272419	40.00-

HAVARD PEST CONTROL INC

Sum								178.00-
00009	IRBY, STUART C CO	S011339572.0	00189303	18001935	ELEC SUPP WTR PLT#2 LIGHTS	08/16/19	272428	265.00-

IRBY, STUART C CO

Sum								265.00-
00009	L & A CONTRACTING CO	483-139	00191808	18001855	AERATOR MNT 7/15-28 LAGOONS	08/16/19	272437	88,244.91-

L & A CONTRACTING CO

Sum								88,244.91-
00009	LANCASTER'S MACHINE & WE	23958	00190015	18001867	REPRS U#19819 PLANT TRAILER	08/16/19	272439	700.00-
00009	LANCASTER'S MACHINE & WE	24014	00189577	18001870	REPR DUMP BODY U#13176 SEWER	08/16/19	272439	348.60-
00009	LANCASTER'S MACHINE & WE	23957	00190028	18001871	REPRS U#16166/20615 PLANT	08/16/19	272439	580.00-
00009	LANCASTER'S MACHINE & WE	24078	00191087	18001872	REPRS U#18897 SEWER	08/16/19	272439	45.00-

LANCASTER'S MACHINE & WE

Sum								1,673.60-
00009	LARRY'S WRECKER SERVICE	6118	00192054	18001928	TOWING U#13510 TRANS	08/16/19	272440	65.00-
00009	LARRY'S WRECKER SERVICE	6406	00192054	18001929	TOWING U#15667 TRANS	08/16/19	272440	75.00-

LARRY'S WRECKER SERVICE

Sum								140.00-
00009	LOWE'S OF HATTIESBURG IN	936874	00191163	18001834	HAND TOOLS FOR WATER PLANTS	08/16/19	272445	72.57-
00009	LOWE'S OF HATTIESBURG IN	935928	00190789	18001835	PAINT SUPP FOR WATER PLANTS	08/16/19	272445	82.95-
00009	LOWE'S OF HATTIESBURG IN	937533	00190789	18001836	PAINT SUPP FOR WATER PLANTS	08/16/19	272445	9.88-
00009	LOWE'S OF HATTIESBURG IN	935961	00190813	18001837	PAINT SUPP FOR WATER PLANTS	08/16/19	272445	209.16-
00009	LOWE'S OF HATTIESBURG IN	994383	00191178	18001839	HAND TOOLS FOR SEWER DEPT	08/16/19	272445	276.25-

LOWE'S OF HATTIESBURG IN

Sum								650.81-
00009	MCELHANEY PLUMBING INC	279978	00191617	18001851	RAKES SEWER GRNDS CREW	08/16/19	272451	52.80-
00009	MCELHANEY PLUMBING INC	279886	00191661	18001868	TOW ROPE/FLOOR JACK SEWER DEP	08/16/19	272451	34.90-

MCELHANEY PLUMBING INC

Sum								87.70-
00009	MITCHELL TOOL SALES & SE	101449	00191543	18001852	HAND TOOLS SEWER DEPT	08/16/19	272456	654.00-

MITCHELL TOOL SALES & SE

Sum								654.00-
00009 MORGAN, C J INC	2019081	00191930	18001907	WATER REPRS 7/19 VARI LOC	08/16/19	272458		137,609.66-

MORGAN, C J INC								137,609.66-
Sum								40,436.07-
00009 MS POWER COMPANY	8/19 W&SO&M	00201921	18001937	MNTHLY ELEC-W&SO&M	08/16/19	272468		40,436.07-

MS POWER COMPANY								40,436.07-
Sum								40,000.00-
00009 MS STATE/DEPT OF HEALTH	MS0180008 7/	00191751	18001838	ANNUAL WTR QUALITY ANALYSIS	08/16/19	272469		40,000.00-

MS STATE/DEPT OF HEALTH								40,000.00-
Sum								684.72-
00009 PATTERSON AUTO ELECTRIC	80220	00190938	18001869	REPRS U#13061 SEWER	08/16/19	272485		684.72-
00009 PATTERSON AUTO ELECTRIC	80241	00191490	18001873	INSTALL GPS U#20054 SEWER	08/16/19	272485		75.00-

PATTERSON AUTO ELECTRIC								759.72-
Sum								8,766.02-
00009 PEARL RIVER VALLEY EPA (	8/19 W&SO&M	00201921	18001938	MNTHLY 8/19 PUBLIC SERVICES	08/16/19	272486		8,766.02-

PEARL RIVER VALLEY EPA (								8,766.02-
Sum								476.75-
00009 PINE BELT CDJR, INC (MCM	501543	00190407	18001825	REPRS U#20054 WTR TRANS DEPT	08/16/19	272490		476.75-

PINE BELT CDJR, INC (MCM								476.75-
Sum								306.72-
00009 POLLARD WATER.COM-EAST	0145146	00191682	18001877	MEASURING WHEELS WTR BILLING	08/16/19	272493		306.72-

POLLARD WATER.COM-EAST								306.72-
Sum								193,974.68-
00009 RJM MCQUEEN CONTRACTING	1854	00191884	18001888	SWR REPR BURKETT CREEK LS	08/16/19	272508		193,974.68-
00009 RJM MCQUEEN CONTRACTING	1870	00191884	18001889	SWR REPR ROY & CYPRESS	08/16/19	272508		98,537.30-
00009 RJM MCQUEEN CONTRACTING	1874	00191884	18001890	6/19 PUMPING	08/16/19	272508		4,845.00-
00009 RJM MCQUEEN CONTRACTING	1875	00191884	18001891	REPRS E LAUREL LIFT STA	08/16/19	272508		24,632.35-
00009 RJM MCQUEEN CONTRACTING	1877	00191884	18001892	ADDED TO RETAINING WALL	08/16/19	272508		3,680.00-
00009 RJM MCQUEEN CONTRACTING	1878	00191884	18001893	SWR REPR HELVESTON ROAD	08/16/19	272508		2,600.00-
00009 RJM MCQUEEN CONTRACTING	1879	00191884	18001894	SWR REPR LEXINGTON & RICHBURG	08/16/19	272508		10,228.50-
00009 RJM MCQUEEN CONTRACTING	1880	00191884	18001895	SWR REPR JASMINE DR/AVENUE B	08/16/19	272508		2,720.00-
00009 RJM MCQUEEN CONTRACTING	1881	00191884	18001896	SWR REPR MAGNOLIA PL/SIOUX #1	08/16/19	272508		8,810.00-
00009 RJM MCQUEEN CONTRACTING	1882	00191884	18001897	SWR REPR MAGNOLIA PL/SIOUX #2	08/16/19	272508		8,096.50-
00009 RJM MCQUEEN CONTRACTING	1883	00191884	18001898	STORM DRAIN S 28TH & HARDY	08/16/19	272508		2,850.00-
00009 RJM MCQUEEN CONTRACTING	1884	00191884	18001899	SWR REPR LAKEVIEW & N 31ST	08/16/19	272508		13,931.00-
00009 RJM MCQUEEN CONTRACTING	1885	00191884	18001900	SWR REPR NORTHWEST & N 34TH	08/16/19	272508		2,600.00-
00009 RJM MCQUEEN CONTRACTING	1886	00191884	18001901	SWR REPR 28TH AVE & COURTNEY	08/16/19	272508		1,175.00-
00009 RJM MCQUEEN CONTRACTING	1893	00191884	18001902	SWR REPR N 36TH & HARDY	08/16/19	272508		3,060.00-
00009 RJM MCQUEEN CONTRACTING	1894	00191884	18001903	SWR REPR OLD HWY 42/MUSIC DR	08/16/19	272508		5,205.00-
00009 RJM MCQUEEN CONTRACTING	1895	00191884	18001904	SWR REPR W PINE & HEMPHILL	08/16/19	272508		16,091.00-
00009 RJM MCQUEEN CONTRACTING	1896	00191884	18001905	SWR REPR W 4TH & GOLDEN EAGLE	08/16/19	272508		2,673.00-
00009 RJM MCQUEEN CONTRACTING	1872	00191917	18001909	CLEANING 6/19 BURKETT CRK STA	08/16/19	272508		60,685.50-

00009 RJM MCQUEEN CONTRACTING	1897	00191984 18001912 JULY 2019 PUMPING	08/16/19	272508	6,029.65-

RJM MCQUEEN CONTRACTING					
Sum					472,424.48-
00009 RYAN MOTORS INC	217583	00191554 18001850 REPR PTS U#20027 PLANT	08/16/19	272509	1,519.63-
00009 RYAN MOTORS INC	278739	00191713 18001911 RADIATOR REPR U#20057 PLANT	08/16/19	272509	1,090.97-

RYAN MOTORS INC					
Sum					2,610.60-
00009 SOUTHERN PINE ELECTRIC P	8/19 W&SO&M	00201919 18001939 MNTHLY 8/19 PUBLIC SERVICES	08/16/19	272522	711.38-

SOUTHERN PINE ELECTRIC P					
Sum					711.38-
00009 SOUTHERN TIRE MART LLC (	2520012214	00191305 18001824 TIRE U#18706 WTR BILLING	08/16/19	272525	111.74-
00009 SOUTHERN TIRE MART LLC (	2520012712	00191468 18001846 TIRES U#19779 MOWER SEWER	08/16/19	272525	67.70-

SOUTHERN TIRE MART LLC (					
Sum					179.44-
00009 SPIRE ENERGY	8/19 W&SO&M	00201921 18001940 MNTHLY GAS-W&SO&M	08/16/19	272531	49.79-

SPIRE ENERGY					
Sum					49.79-
00009 THE SPECTRUM GROUP INC	9133	00191705 18001920 ANNUAL CALIBRATION-FLOMETERS	08/16/19	272537	500.00-

THE SPECTRUM GROUP INC					
Sum					500.00-
00009 TMH	205169	00192066 18001934 FY 2018 AUDIT INTERIM BILL	08/16/19	272538	11,623.97-

TMH					
Sum					11,623.97-
00009 U S POSTMASTER-POSTAGE (	POSTAGE PERM	00191863 18001878 POSTAGE PERMIT WTR BILLING	08/16/19	272547	10,000.00-

U S POSTMASTER-POSTAGE (					
Sum					10,000.00-
00009 UNITED FENCE COMPANY	00019812	00188036 18001885 REPR GATE #2 WTR PLT #2	08/16/19	272551	971.00-

UNITED FENCE COMPANY					
Sum					971.00-
00009 UNIVERSITY TIRE & SERVIC	549166	00191624 18001826 TIRES U#20056 TRANS	08/16/19	272553	657.76-
00009 UNIVERSITY TIRE & SERVIC	547740	00190922 18001831 FLAT REPR U#15232 SEWER DEPT	08/16/19	272553	19.71-

UNIVERSITY TIRE & SERVIC					
Sum					677.47-
00009 VACUUM TRUCK SALES & SER	MS15441	00191614 18001874 BATTERY SEWER PUSH CAMERA	08/16/19	272556	228.89-

VACUUM TRUCK SALES & SER					
Sum					228.89-
00009 WRIGHT, J H & ASSOCIATES	417298	00191132 18001908 SOFTSTARTS USA YEAST STATION	08/16/19	272568	3,000.00-
00009 WRIGHT, J H & ASSOCIATES	417265	00191613 18001910 PUMP EQUIP 63RD ST LIFT STA	08/16/19	272568	755.00-

WRIGHT, J H & ASSOCIATES
Sum

3,755.00-

977,681.11-

Sum

Date - 08/14/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER & SEWER B & I

00010	REGIONS	CORPORATE	TRUST	7/2/19	ISSUE	02019788	18000007	PRIN/INT	'16 W&S	SYSTEMS	PROJ	08/05/19	113787	2,932,957.83-
-------	---------	-----------	-------	--------	-------	----------	----------	----------	---------	---------	------	----------	--------	---------------

REGIONS CORPORATE TRUST

Sum	2,932,957.83-
-----	---------------

Sum	2,932,957.83-
-----	---------------

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 08/14/19

PERIOD ENDING AUGUST 16, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER & SEWER FUND							
00011 ADELA INC (FORMERLY NS	040201490000	02019798	18000851	WATER COLLECTIONS FEES	08/16/19	272305	913.86-

ADELA INC (FORMERLY NS							913.86-
Sum							
00011 CITY OF HATTIESBURG FUND 7/19 WATER D	02019777	18000847	7/19 WATER DIST	8/19	08/02/19	312431	468,003.31-

CITY OF HATTIESBURG FUND							468,003.31-
Sum							-----
Sum							468,917.17-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 08/14/19

PERIOD ENDING AUGUST 16, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOSHIBA BUSINESS SOLUTIO	5020807	00191836	18000079	COPIER 7/19 COMM RELATIONS	08/16/19	272539	343.11-
TOSHIBA BUSINESS SOLUTIO							
Sum							343.11-
Sum							343.11-

Date - 08/14/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

2002 TIF B&I-SOUTHERN POINTE

00020	TRUSTMARK NATIONAL BANK	ISSUE 5652	'	02019787	180000003	ISSUE 5652	'14	SO	POINTE P&I	08/05/19	113788	46,681.25-
-------	-------------------------	------------	---	----------	-----------	------------	-----	----	------------	----------	--------	------------

TRUSTMARK NATIONAL BANK

Sum	46,681.25-
-----	------------

Sum	46,681.25-
-----	------------

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 08/14/19

PERIOD ENDING AUGUST 16, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 LIBRARY, THE	7/19 MILLAGE	02019779	18000100	7/19 MILLAGE DIST 8/19	08/02/19	312425	13,376.95-

LIBRARY, THE							13,376.95-
Sum							-----
							13,376.95-
Sum							-----

Date - 08/14/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND

00039	FORD ENGINEERING SERVICE	190507E	00192105	18000042	SRVS AIRPT DRAINAGE IMPRVMT	08/16/19	272403	3,198.08-
-------	--------------------------	---------	----------	----------	-----------------------------	----------	--------	-----------

FORD ENGINEERING SERVICE

Sum	3,198.08-
-----	-----------

Sum	3,198.08-
-----	-----------

Date - 08/14/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE
00072 WARREN PAVING INC

187543.3

00187543

18000147

PAVING MCINNIS STREET

08/16/19

272561

5,094.63-

WARREN PAVING INC
Sum

5,094.63-

Sum

5,094.63-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 08/14/19

PERIOD ENDING AUGUST 16, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AT&T MOBILITY	287273861504	00192018	18000486	GPS TRACKING 7/19 MASS TRANS	08/16/19	272324	242.90-
00073 AT&T MOBILITY	287273578351	00192114	18000489	WIRELESS SRV 7/19 MASS TRANS	08/16/19	272324	120.08-

AT&T MOBILITY							
Sum							362.98-
00073 AUTOMOTIVE GLASS SPECIAL I231743		00191653	18000473	REPR DOOR GLASS U#21120 BUS	08/16/19	272326	185.00-
00073 AUTOMOTIVE GLASS SPECIAL I231725		00191616	18000474	LEXAN WM CAREY BUS SHELTER	08/16/19	272326	84.00-
00073 AUTOMOTIVE GLASS SPECIAL I231804		00191744	18000485	DOOR GLASS U#21121 BUS	08/16/19	272326	285.00-

AUTOMOTIVE GLASS SPECIAL							
Sum							554.00-
00073 CARQUEST AUTO PARTS STOR 14758-125877		00189750	18000482	REPR PTS U#20585/15648/SHOP	08/16/19	272349	184.91-

CARQUEST AUTO PARTS STOR							
Sum							184.91-
00073 CINTAS CORPORATION #J66 4024876972		00191778	18000475	UNIFORMS 7/01 MECH/DRIVERS	08/16/19	272361	185.38-
00073 CINTAS CORPORATION #J66 4025330019		00191778	18000476	UNIFORMS 7/08 MECH/DRIVERS	08/16/19	272361	185.38-
00073 CINTAS CORPORATION #J66 4025794421		00191778	18000477	UNIFORMS 7/15 MECH/DRIVERS	08/16/19	272361	185.38-
00073 CINTAS CORPORATION #J66 4026301620		00191778	18000478	UNIFORMS 7/22 MECH/DRIVERS	08/16/19	272361	188.13-
00073 CINTAS CORPORATION #J66 4026778102		00191778	18000479	UNIFORMS 7/29 MECH/DRIVERS	08/16/19	272361	188.13-

CINTAS CORPORATION #J66							
Sum							932.40-
00073 CITY OF HATTIESBURG FUND TRF 2ND 8/19 02019804		18000487	TRF 2ND 8/19 PAYROLL	08/13/19	113794		37,336.67-

CITY OF HATTIESBURG FUND							
Sum							37,336.67-
00073 EATON, ALVIN K (PETTY CA PETTY CASH 7 00192058		18000488	PETTY CASH 7/19 MASS TRANSIT	08/16/19	272385		60.96-

EATON, ALVIN K (PETTY CA							
Sum							60.96-
00073 GROVE TRANSIT JARC 7/7-20/ 00191978		18000483	JARC TRIPS 7/7-20/19	08/16/19	272410		3,571.50-

GROVE TRANSIT							
Sum							3,571.50-
00073 LOWE'S HOME IMPROVEMENT 936154		00191328	18000472	WATER HOSE HCT BLDG	08/16/19	272446	94.96-

LOWE'S HOME IMPROVEMENT							
Sum							94.96-
00073 PATTERSON AUTO ELECTRIC 80227		00191378	18000480	REPR WIRING HARNESS U#16666	08/16/19	272485	300.00-

PATTERSON AUTO ELECTRIC							
Sum							300.00-
00073 REI, INC 450638		00190744	18000484	HARD DRIVES U#19552 & 19535	08/16/19	272503	540.27-

REI, INC
Sum

540.27-

43,938.65-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 08/14/19

PERIOD ENDING AUGUST 16, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER&SEWER CONSTRUCTION FUND							
00075 ILLINOIS CENTRAL RAILROA	FILE P-11104	00191866	18000072	RR PERMIT FOR WATER/PALMERS CR	08/07/19	312437	4,800.00-

ILLINOIS CENTRAL RAILROA							4,800.00-
Sum							-----
Sum							4,800.00-

Date - 08/14/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

COMMUNITY DEVELOP. BLOCK GRANT

00082	BRADLEY HOME IMPROVEMENT	08/06/19	00191982	18000174	216	N	19TH AVE,	DRAW #4	08/09/19	312440	6,025.00-
-------	--------------------------	----------	----------	----------	-----	---	-----------	---------	----------	--------	-----------

BRADLEY HOME IMPROVEMENT

Sum

00082	CITY OF HATTIESBURG FUND TRF	2ND 8/19	02019804	18000176	TRF 2ND 8/19	PAYROLL	08/13/19	312443	8,193.61-
-------	------------------------------	----------	----------	----------	--------------	---------	----------	--------	-----------

CITY OF HATTIESBURG FUND

Sum

00082	EATON, ALVIN K (PETTY CA PETTY CASH 7 00192059 18000177 PETTY CASH COMM DEV	08/16/19	272383	7.25-
-------	---	----------	--------	-------

EATON, ALVIN K (PETTY CA

Sum

00082	RJ	YOUNG	COMPANY	INV3189247	00191973	18000175	COPIER	6/28-7/27	COMM	DEV	08/16/19	272506	187.00-
-------	----	-------	---------	------------	----------	----------	--------	-----------	------	-----	----------	--------	---------

RJ YOUNG COMPANY

Sum

187.00-

Sum

14,412.86-

PERIOD ENDING AUGUST 16, 2019

Date

- 08/14/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

INDUSTRIAL PARK DEVELOPMENT

00087 AREA DEVELOPMENT PARTNER 340

00191775 18000029 ADM SRVS QTR END 9/30/19

08/16/19

272316

875.00-

00087 AREA DEVELOPMENT PARTNER 335

00191775 18000030 ADM SRVS QTR END 6/30/19

08/16/19

272317

875.00-

AREA DEVELOPMENT PARTNER

Sum

1,750.00-

00087 PARKER'S LANDSCAPE SERV 20596

00191774 18000032 IND PARK LANDSCAPE MAINT

08/16/19

272484

180.00-

00087 PARKER'S LANDSCAPE SERV 20761

00191774 18000033 IND PK L'SCAPE 6/14,7/1,7/26

08/16/19

272484

540.00-

PARKER'S LANDSCAPE SERV

Sum

720.00-

00087 SEMP, MICHAEL J PLLC INVOICE 7/23 00191776 18000031 LEGAL SRVS GENERAL MATTERS

08/16/19

272515

281.25-

SHEMPER, MICHAEL J PLLC

Sum

281.25-

Sum

2,751.25-

Date - 08/14/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

PUBLIC SAFETY/REC CONSTRUCTION

00088	ALBERT & ASSOCIATES	ARCH INVOICE NO.2	00192005	18000012	ADM FEES	PUB SAFETY	CMPLX	08/16/19	272309	15,900.00-
-------	---------------------	-------------------	----------	----------	----------	------------	-------	----------	--------	------------

ALBERT & ASSOCIATES ARCH

Sum

00088	ALBERT & MCCLESKEY ASSOC	INVOICE NO.2	00192106	18000014	SRVS PUB SAFETY CMPLX ADM	08/16/19	272310	15,900.00-
-------	--------------------------	--------------	----------	----------	---------------------------	----------	--------	------------

ALBERT & MCCLESKEY ASSOC

Sum

00088	HANCO	CORP	APPL#4	PUB	S	00192007	18000013	APPL#4	PUB	SAFETY	CMPLX	CONST	08/16/19	272416	406,018.60-
-------	-------	------	--------	-----	---	----------	----------	--------	-----	--------	-------	-------	----------	--------	-------------

00088	HANCO	CORP	APPL#5	PUB	S	00192107	18000015	CONSTR	PUBLIC	SAFETY	COMPLEX	08/16/19	272416	419,917.31-
-------	-------	------	--------	-----	---	----------	----------	--------	--------	--------	---------	----------	--------	-------------

HANCO CORP

Sum

825,935.91-

Sum

857,735.91-

Grand Total Level

Sum

7,231,617.21-